

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

9:00 A.M.

JULY 13, 2010

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson*
Bob Larkin, Commissioner
Kitty Jung, Commissioner
John Breternitz, Commissioner

Amy Harvey, County Clerk (9:04 a.m. to 4:46 p.m.)
Nancy Parent, Chief Deputy Clerk (6:07 to 6:25 p.m.)
Katy Simon, County Manager
Melanie Foster, Legal Counsel

The Washoe County Board of Commissioners convened at 9:04 a.m. in joint session with the Washoe County District Board of Health in the Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, 2nd Floor, Room A205, Reno, Nevada.

PRESENT, DISTRICT BOARD OF HEALTH:

Denis Humphreys, OD, Chairman, City of Reno Appointee
Matt Smith, Vice Chairman, City of Sparks Appointee
Dan Gustin, Reno City Councilman
Kitty Jung, Washoe County Commissioner
Julia Ratti, Sparks City Councilwoman
Amy J Khan, MD, MPH, Board Appointee*

Mary Anderson, MD, District Health Officer
Leslie Admirand, Deputy District Attorney
Janet Smith, Recording Secretary

ABSENT, DISTRICT BOARD OF HEALTH:

George Furman, MD, Washoe County Appointee

Following the Pledge of Allegiance, the Clerk called the roll and the Boards conducted the following business:

10-626 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

10-627 AGENDA ITEMS 4 AND 5

Agenda Subject: “Discussion regarding the composition of the District Board of Health, as specified in the Interlocal Agreement Concerning the Washoe County Health District, and possible direction to staff regarding board composition, which direction could include, but not be limited to proposing amendments to the provisions of the Interlocal Agreement pertaining to Board composition, preparation of a bill draft request to statutorily set membership requirements for the Board, or such other action as the District Board of Health and Board of County Commissioners deem warranted.”

Agenda Subject: “Review of statutory and contractual responsibilities of the District Board of Health as related to the Board of County Commissioners and possible direction to staff regarding those responsibilities, which direction could include, but not be limited to proposing amendments to the provisions of the Interlocal Agreement Concerning the Washoe County Health District that pertain to the District Board’s responsibilities, preparation of a bill draft request, or such other action as the District Board of Health and Board of County Commissioners deem warranted.”

Katy Simon, County Manager, suggested the Boards consider Agenda Items 4 and 5 at the same time. She referred to copies of the Interlocal Agreement and the Nevada Revised Statutes applicable to the Health District, which were provided to the Boards and placed on file with the Clerk. She noted the Board of County Commissioners (BCC), sitting as the Board of Fire Commissioners (BOFC), had asked the District Board of Health (DBOH) to evaluate emergency medical services (EMS) as part of the Diamante Fire Services Master Plan project. She indicated discussion of a bear ordinance might also fall under statutory responsibilities. She stated the meeting was intended to provide the members of the two Boards with an opportunity for discussion.

Commissioner Jung remarked that oversight of the franchise agreement for ambulance services could be a natural fit for a DBOH subcommittee, particularly with respect to the Standards of Cover being developed for the Fire Services Master Plan. She said all of the affected jurisdictions might need to be represented on the subcommittee.

***9:10 a.m.** Dr. Khan arrived at the meeting.

Dr. Humphreys stated it would benefit both Boards to clearly identify their issues, concerns and common interests.

Chairman Humke requested a staff report regarding the Fire and Fire-Based EMS Master Plan issues. Melanie Foster, BCC Legal Counsel, cautioned that the agenda language required the discussion to focus on statutory and contractual responsibilities. She observed the ability to franchise ambulance services had been delegated to the DBOH under an Interlocal Agreement between Washoe County, the City of Reno and the City of Sparks.

Commissioner Larkin read the following from Subsection E on page 5 of the Interlocal Agreement: “The Board of County Commissioners shall assist the Board [*of Health*] by providing the administrative procedures by which the Board, through the Department, shall exercise the powers and perform the duties specified in Subsections B, C and D of this section.” He indicated Subsection D was specifically aimed at franchise of the ambulance service. He suggested a discussion confined to Subsections D and E was fully within the realm of the agenda. Ms. Foster concurred with respect to a discussion of ambulance services. She pointed out the regulation of fire-based EMS was not within the purview of the DBOH but took place at the State level. She acknowledged it was difficult to consider ambulance service without discussing first response because the two went hand in hand. Commissioner Larkin referenced Subsection K of the Interlocal Agreement: “If the boundaries of the Health District are enlarged to include any additional political subdivisions of the State of Nevada, or if any additional political subdivision is created within the District’s boundaries, the political subdivision, upon request, may become a party to this agreement.” He wondered if discussion of the Sierra Fire Protection District (SFPD) was covered by the agenda because the SFPD was a political subdivision. Ms. Foster said she could not promise the discussion was absolutely covered, but agreed the special fire district was arguably a political subdivision.

Commissioner Larkin referred to a letter sent to the chair of the DBOH by the chair of the BOFC. He asked Kurt Latipow, Fire Services Coordinator, to review the specific Master Plan subjects related to the letter. A copy of the letter was distributed to the Board members and placed on file with the Clerk. A document related to EMS recommendations and labeled “Attachment 2” was also distributed and placed on file with the Clerk.

Chief Latipow explained the BCC, (sitting as the BOFC), had previously commissioned a Fire and Fire-Based EMS Master Plan project, also known as the Diamante Study. He indicated the Diamante Study contained Standards of Cover (SOC) for the fire services in Washoe County, the SFPD and the Truckee Meadows Fire Protection District (TMFPD). He noted the SOC project followed national guidelines developed by the Centers for Public Safety Excellence, which included a look at EMS delivery from the fire services perspective. He stated the recommendations presented in the Diamante Study had been broken into several themes, including: governance, EMS,

volunteers, the Interlocal Agreement for Fire Services and Consolidation, dispatch, facilities, federal grants, and prevention. Based on input from a stakeholder group and from the public, an action plan was developed with specific recommendations and tasks under each theme. Chief Latipow said the BCC/BOFC did not have direct authority over some of the recommendations related to EMS and dispatch, so the recommendations were transmitted in letters asking the DBOH and the City of Reno, respectively, to consider them. Chief Latipow reviewed and discussed the following recommendations that were related to EMS and shown in Attachment 2:

- Evaluate and assess the EMS delivery system in Washoe County.
- Determine the best method to integrate the fire service into a more efficient EMS delivery model inclusive of Advanced Life Support Services.
- Initiate discussions with the Washoe County Board of Health to develop a joint venture with its public safety partners, particularly the fire agencies, to develop a new approach for EMS delivery.
- Evaluate the operational requirements and re-design needed to accommodate inclusion of all EMS resources to the 800 megahertz radio system.

***9:21 a.m.** Commissioner Weber arrived at the meeting.

Chairman Humke questioned how the DBOH could talk about all of the EMS recommendations described by Chief Latipow if they only had responsibility for medical transport and the licensure of an ambulance service. Ms. Foster indicated they could not. She clarified that the licensure of ambulance services and individual EMS providers had been turned over to the State in 1995. She stated the contractual role delegated to the DBOH was to set the terms of the ambulance franchise through negotiation with the Regional Emergency Medical Services Authority (REMSA), oversee the franchise, and assure franchise compliance. She noted the DBOH also had some responsibility for multi-casualty incident and disaster planning.

Chairman Humke asked what statutory changes might be required to modify the Interlocal Agreement for the Health Department so that it would match what had been done in southern Nevada and allow consideration of more EMS authority. Ms. Foster replied a statutory change would be required if there was an interest in going back to the system that had been in place prior to 1995. At that time the licensure and permitting functions were centralized in one agency. There had been a medical board to look at protocols for the fire and ambulance services as well as to handle the licensure and discipline of paramedics and emergency medical technicians. Chairman Humke asked about the formation of a committee with members from the BCC and the DBOH, for the purpose of considering overall long-term planning. Ms. Foster said a properly worded future agenda item would allow such a group to be created and to do more work.

Commissioner Larkin remarked that he had not understood the licensure of paramedics to be an issue. Chairman Humke stated there were citizens in his district who did not believe the medical transport system made sense. He questioned the fairness and safety of a system that required a 20-minute response time in some areas and a six-minute response time in other areas. Commissioner Larkin suggested the issues of competition and response times fell under Subsection D. He indicated he did not want to take licensure and certification responsibility back from the State. Ms. Foster reminded the Commissioners that any discussion about changing the base of authority under the Interlocal Agreement needed to involve the Cities of Reno and Sparks. Commissioner Larkin indicated he merely wanted to ask the DBOH to start engaging with the BOFC, the Joint Fire Advisory Board (JFAB), and maybe with a subcommittee to deal with some of the critical EMS issues.

Dr. Humphreys acknowledged receipt of the letter sent by Chairman Humke on behalf of the BCC. He pointed out the other DBOH members had not seen the letter prior to the item being discussed. He said he was concerned about the responsibility of the DBOH to review ambulance services and to stay within the purview of what it was legally charged to do. He indicated the EMS issues were important and a subcommittee of the DBOH might need to be expanded to look at them further. He stated additional discussion would be placed on the next DBOH agenda.

Councilwoman Ratti noted the ambulance services subcommittee of the DBOH had identified eight issues within the franchise agreement that it would look into. She said it appeared the DBOH did not have the authority to conduct a general overview and evaluation of EMS, and a separate body with appointees from all jurisdictions who were parties to the Interlocal Agreement would be required to take on such a task.

Commissioner Larkin suggested the NRS authority delegated to the DBOH included authority to limit competition for ambulance services. Ms. Foster explained the creation of REMSA as a nonprofit ambulance authority was the mechanism by which the DBOH exercised its powers over ambulance services. Until such time as the authority of the DBOH was changed, eliminated or modified in some way, she stated it was contractually bound to REMSA for service in all parts of the County except for those run by the North Lake Tahoe Fire Protection District (NLTFPD) and the Gerlach Ambulance Service. Commissioner Larkin questioned whether the SFPD could petition the DBOH to enlarge its boundaries. Ms. Foster pointed out the SFPD was already within the franchise area covered by REMSA. Commissioner Larkin observed the SFPD was not part of the franchise contract. Ms. Foster indicated the BOFC could convey its interest in the issue to the DBOH but there was nothing on the agenda that would allow discussion of enlarging or changing the franchise area. She cautioned that there was an existing franchise in place that was legally enforceable. She said the service territory was spelled out in the franchise agreement and, if they felt it was in the public's best interest, the BOFC could agendize a future discussion to ask the DBOH to consider an alteration in the franchise territory. She recommended the Cities of Reno and Sparks be brought into such a discussion.

Commissioner Larkin observed that Councilwoman Ratti's proposal to include other members on the DBOH ambulance subcommittee was on the right track. Councilwoman Ratti suggested it would no longer be a subcommittee of the DBOH but would be a committee with representatives from the three jurisdictions, the DBOH, and other stakeholders. She noted the public was asking how the two-tiered response system worked together, and such a question involved the discussion of many things such as ambulance services, firefighters, dispatch, response times, and how everyone communicated with each other.

Chairman Humke asked if the 911 dispatch information was considered proprietary to REMSA. Commissioner Breternitz wondered if it was sensible to add dispatch as a topic for a future committee. Councilwoman Ratti said she did not think there was consensus among the jurisdictions about dispatch. Councilman Gustin stated the information he was getting from the Reno Fire Department identified geography and dispatch as the two elements contributing to inequities in delivery. He observed dispatch and the resolution of how it could be handled equally and fairly was by far the most important element. Chairman Humke suggested the volunteers were an important third element.

Ms. Simon suggested it was a good time for the Board members to clarify any issues they wanted researched relative to governance and the Interlocal Agreement, so that staff could provide a more constructive framework for future discussions. Mr. Smith indicated financial impact and the cost to citizens should be placed on the list.

Commissioner Breternitz expressed frustration that there was no ordinance in place to respond to bears raiding the trash, which was an issue in his district and Chairman Humke's district. He said the effort to draft an ordinance was supposed to have begun in November 2009, but changing priorities had pushed it back to November 2010. He noted the ordinances in Carson City and Douglas County were only about one page long. He requested some assistance in getting an ordinance in place. Dr. Humphreys agreed the bear problem could be a big concern in terms of public safety, health and welfare. He said he had noted the matter and would work with the DBOH on it.

Councilman Gustin asked if dispatch was operating the way it was intended to operate. Chief Latipow replied the consensus among the agencies that developed the EMS recommendations was that emergency medical dispatch needed to take place at the fire dispatch level to avoid transferring callers. He pointed out that REMSA disagreed with the recommendation. He noted there were some who believed a unified dispatch center throughout the region would be extremely beneficial, both from the perspective of communications efficiency and from a financial perspective. He said it was the opinion of staff that more discussion would be beneficial.

Commissioner Larkin observed the BCC was responsible for the Health Department's budget and for certain administrative procedures under the Interlocal Agreement. He stated there were some Health Department items brought before the BCC that were clearly ministerial. He indicated there might be some confusion among the staff

as to what duties were ministerial, statutory or were under the Interlocal Agreement, but he thought it was counterproductive for the BCC to vote on ministerial staff reports. He said it would be helpful if the DBOH and the District Health Officer could clearly articulate what was ministerial and not bring such items to the BCC. Dr. Humphreys noted some items had been brought at the request of some of the Commissioners. Commissioner Larkin said he was not talking about Commissioner requested items, but about things that had been done routinely in the past and eventually turned into 'well, give them everything.' He emphasized that he did not want to vote on items if the BCC had no active role in how decisions were made. Ms. Foster commented many of the situations happened because of County staff and not because of the DBOH. She explained the Comptroller's Office had historically taken a position of not paying or processing certain transactions unless BCC approval was obtained. She suggested it would be helpful if she and Deputy District Attorney Leslie Admirand were to work out what the BCC needed to see and was required to see under the Interlocal Agreement, and bring the information back to the DBOH and the BCC. Commissioner Larkin requested that be done.

Commissioner Larkin requested the DBOH consider the possibility of a standalone Board of Health and Health Department that did not rely on BCC review for budgetary consideration or enactment of ordinances. Councilwoman Ratti suggested possible examples could be found in the model that provided a percentage of tax to the Truckee River Flood Project and the model that gave the Truckee Meadows Water Authority its own powers. Commissioner Larkin suggested a joint powers authority. Dr. Khan said the idea, similar to what was done in Clark County, would require clarification of a funding source and would involve discussions with the Cities of Reno and Sparks. Commissioner Larkin agreed. Dr. Khan asked if the request was coming from the BCC. Commissioner Larkin clarified it was his personal request for the DBOH to have a discussion and determine whether there was any appetite for the idea. Commissioner Weber wondered if there was any appetite to have a televised workshop for the public. She said the general public might be interested in knowing what the Health Department did, what their governance model was, and how the three local entities factored into it. She said it might be time for the Health Department to seek legislation and stand on their own.

Councilman Gustin wondered if there were specific comments about the composition of the DBOH. Chairman Humke indicated his concern was that the Interlocal Agreement needed modernization in the legal sense. He stated there was no allocation of risk between the County, the Cities, or the Health District. If the BCC only had budget responsibility, he said it might be better for the DBOH to get its own revenue source as a standalone Health District. Councilman Gustin indicated he would not oppose the addition of a second County Commissioner to the DBOH if the BCC thought that was a better way to get their thoughts across. He noted the DBOH had elected representatives and representatives from the health industry, and he would not want to see that changed too much.

Chairman Humke asked if the two Boards could supply agenda items to Ms. Foster and Ms. Admirand for a follow-on meeting, to be scheduled at a time that was mutually acceptable to the majority of the Board members. He said he would like a presentation about the life cycle of a 911 call, to include: what happened at dispatch, what was the decision tree, how calls were sent to EMS versus fire services, and what was different between Incline Village and the rest of the valley. He agreed with Commissioner Weber that the public might like to know and the meeting should be televised.

Dr. Humphreys said communication was at the heart of trying to accomplish or achieve anything. He noted discussion of some of the issues would have to take place at a venue that involved all three governing entities, but he welcomed any further meeting opportunities between the two Boards.

No further action was taken on these items.

10:12 a.m. The District Board of Health adjourned and the Board of County Commissioners declared a brief recess.

10:25 a.m. The Board of County Commissioners reconvened in the Washoe County Commission Chambers located at 1001 East 9th Street, Reno, with all members present.

10-628 AGENDA ITEM 6 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

County Manager Katy Simon stated: "The Chairman and the Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings."

Bob Ackerman expressed his anger about hearing someone comment after a June 2010 meeting that ‘they don’t know what they are talking about.’ [*With respect to fire services issues*], he noted the people in his neighborhood coalition were either in the professions or retired professionals, knew their subject well, and knew what they were

doing when they took on a task. Mr. Ackerman placed a written copy of his comments on file with the Clerk.

Sam Gettle indicated his family was in the rental rehabilitation business and most of their tenants were senior citizens and single women. He stated they had acquired an entire alley of homes near the Veterans Administration Hospital and were in the process of renaming the alley in order to move the tenants' mailboxes. He noted the relocation would prevent mail theft, make it easier for seniors to get to their mailboxes, and make it easier for medical suppliers to find the addresses. He said they could not get the name changed because the April 2010 meeting of the Street Naming Committee had no quorum. He feared there would be no quorum at the upcoming July meeting, which would further delay the process to November. He asked the Board to help.

Chairman Humke asked if there were County staffers or County officials on the Street Naming Committee. Mr. Gettle replied the process started with the County and would end up with the City of Reno. He indicated the Committee had fire, police and postal service representatives. Chairman Humke stated the agenda did not allow for discussion of the problem but he saw that the County Manager was taking notes.

Sam Dehne said he had attended Reno City Council interviews for a new City Manager and watched all the candidates. He suggested the County was likely to be looking for a new Assistant County Manager very soon.

Sarah Thomas spoke about the importance of sustaining and adding jobs in the Truckee Meadows. She stated the existing County staff who took care of the parks were being stretched by extra workload because of the downward economic spiral. Although various volunteer groups were working very hard, she indicated they were difficult to sustain. She referenced a June 2010 staff report requested by Commissioner Jung as to the status of County projects funded under the American Reinvestment and Recovery Act (ARRA). Ms. Thomas questioned why it was taking so long to do environmental documentation for ARRA projects, whether some projects were delayed because they were tied to others, whether some standalone projects were supposed to have been shovel ready, whether time delays were due to staffing and workload issues, and whether outsourcing or other actions could be taken to speed up the process. Ms. Thomas placed a written copy of her comments on file with the Clerk.

10-629 AGENDA ITEM 7 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”

County Manager Katy Simon announced that Item 10B had been pulled from the Agenda by the District Health Department. She requested the Board take the following additional action under Agenda Item 16 (acceptance of a Community

Development Block Grant award): “If accepted, the Chair is authorized to sign the grant documents.”

Chairman Humke asked the Manager to respond to public comments regarding ARRA stimulus funding. Ms. Simon indicated there were many stimulus projects underway and people were already employed as a result of some projects, particularly in the areas of fuels reduction and environmental restoration. She explained there were projects that had been outsourced and were in design, but were not all under construction yet. As requested by Commissioner Jung, she said a summary of projects under the Recovery Zone Facilities bonds had been placed on the Board’s July 27, 2010 agenda. She emphasized the County was not delaying any projects.

Chairman Humke requested a response to the public comments related to the Street Naming Committee. Ms. Simon said she would pass the comments along to staff. She noted the Committee was supported by the Public Works Department but was not composed of County employees. She indicated a variety of folks from elsewhere in the region were a part of the Committee, but County staff would redouble its efforts to contact them and make sure there was a quorum for the upcoming meeting.

Commissioner Jung echoed the remarks made by Ms. Thomas during public comment that stimulus projects should be fast-tracked as much as possible. She offered to help if there were letters that could be written or standards that could be changed. She said she was satisfied with the explanations staff had already provided. Commissioner Breternitz agreed and offered his support as well. With respect to Ms. Thomas’ concerns about staffing, Chairman Humke requested an agenda item to talk about volunteer efforts and how the slack was being taken up. He noted there was a kind of volunteer fatigue that was being expressed because the same people tended to come forward to volunteer, but there was only so much they could do. He thanked all of the volunteers for their efforts, particularly in the parks and the libraries.

Commissioner Breternitz requested that future agenda items be worded in a manner that allowed the broadest range of possibilities for discussion rather than a narrow range of possibilities. For example, he stated there had been some limitations placed on the Commission’s ability to have a discussion with the District Board of Health under Agenda Items 4 and 5. He acknowledged that staff could not necessarily understand in advance where the discussion might go for any given topic on the agenda, but better results were obtained by openly worded agenda items.

Commissioner Larkin inquired about the status of a previously requested agenda item to discuss financial metrics. He noted the use of population growth and the Consumer Price Index was probably no longer adequate as a measure for expanding budgets. Ms. Simon indicated the Finance Department was in progress with some planning issues and was aware of the request. She agreed those were good topics and said she would talk with Finance about when a discussion would be forthcoming.

Commissioner Weber related the sad news that Storey County Commissioner John Flanagan had suffered a massive heart attack and passed away earlier in the day. She reported the Gerlach community had raised donations that would allow the senior meal program to move forward at a regular pace. She indicated the 75th Annual Conference of the National Association of Counties would be hosted at the Reno-Sparks Convention Center from July 16 to July 20, 2010. She said she was looking forward to having more than 2,000 guests come to visit for the event.

10-630 AGENDA ITEM 8 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Accept cash donations [total \$319,104.04] from the Wilbur May Foundation to be used as follows: \$200,000 for Fiscal Year 2010/11 general operating support of the Wilbur D. May Center, \$100,000 in support of temporary exhibits at the Wilbur D. May Museum and \$19,104.04 for electrical and lighting improvements in the Museum. (Commission Districts 3 and 5)”

Katy Simon, County Manager, said members of the Wilbur May Foundation had been invited but were unable to attend the meeting. Al Rogers, Assistant Director of Regional Parks and Open Space, indicated staff had attended two recent meetings with the Foundation. He indicated there was a good road map for the future, both financially and in terms of building the relationship. He expressed appreciation for all that the Mays were doing for the Wilbur D. May Center.

Commissioner Breternitz recalled previous discussion about having some type of meeting between the Board of the Wilbur May Foundation and the Board of County Commissioners. Mr. Rogers said the invitation had been extended. He stated members of the May Foundation Board had been invited to the September 2010 meeting of the Regional Parks and Open Space Commission, and the meeting could be opened up to the Commissioners as well. He noted the meeting would take place either at the Arboretum or the May Museum.

Chairman Humke recalled that he and Commissioner Jung had previously met with three Trustees of the Foundation. He said they were doing great work for the children and adults in the community, and their assistance was always welcome. Commissioner Jung thanked the Wilbur May Foundation for its generous donation.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8 be accepted.

10-631 AGENDA ITEM 9 – MANAGER’S OFFICE

Agenda Subject: “Accept donation of a Solar Compactor and Recycling Receptacle, “BigBelly”, [\$4,470.41] from Waste Management and Keep Truckee Meadows Beautiful. (All Commission Districts)”

Greg Martinelli of Waste Management said the grant request was submitted through the corporate office to Keep America Beautiful in conjunction with Keep Truckee Meadows Beautiful (KTMB). He hoped the Big Belly unit would help with the County's sustainability objectives and improve recycling efforts. He suggested placing the unit in the courtyard or another location where there was sunlight. He explained the solar compactor and recycling unit had an internal sensor that would activate the compactor when the contents of the receptacle reached a certain level. He noted the 32-gallon receptacle would hold about 150 gallons of material. He stated six cases of blue recycling bags had also been purchased and Waste Management would pick them up as needed. He indicated the units were made in Vermont and Kentucky by an American company that Waste Management had an interest in.

Commissioner Breternitz said he would like to see the units prominently placed where they could be utilized to their best advantage.

Dan Berman, President of the Board of Trustees for KTMB, indicated his organization had a longstanding relationship with Keep America Beautiful and was proud to support the Target Cities grant program. He stated he looked forward to collaborative relationships with Washoe County and Waste Management going forward.

In response to the call for public comment, Sam Dehne suggested more specific labeling to make it clear where people should put recycling versus trash. He stated it was a great idea and a wonderful project.

Commissioners Weber and Jung thanked Waste Management for their generous donation.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9 be accepted.

DISCUSSION – CONSENT AGENDA (SEE MINUTE ITEMS 10-632 THROUGH 10-657 BELOW)

Katy Simon, County Manager, indicated that Item 10B had been pulled from the Agenda.

10-632 AGENDA ITEM 10A – MINUTES

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of January 12, January 26, February 9 and May 11, 2010, and special meetings of April 26 and June 15, 2010.”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10A be approved.

10-633 AGENDA ITEM 10C – JUVENILE SERVICES

Agenda Subject: “Approve Contract between the County of Washoe (Department of Juvenile Services) and Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) to provide community and clinical public health opportunities for students during their preceptorship experience (Contract shall be effective upon Commission approval through June 30, 2011) [no fiscal impact]; and if approved, authorize Chairman to execute Contract. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10C be approved, authorized and executed.

10-634 AGENDA ITEM 10D – MANAGER’S OFFICE/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Approve and authorize Chairman to sign four Grant Program Contracts between the County of Washoe and the following agencies: Food Bank of Northern Nevada [\$39,134], Crisis Call Center [\$31,555], Planned Parenthood MarMonte [\$20,442] and Saint Mary’s Foundation - Kids to Senior Korner [\$39,134 - \$24,753 from Washoe County and \$14,381 from City of Sparks] for Fiscal Year 2010/11 (retroactive to July 1, 2010); and if all approved, authorize Chairman to execute Resolutions necessary for same. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10D be approved, authorized, executed, and adopted. The Resolutions for same are attached hereto and made a part of the minutes thereof.

10-635 AGENDA ITEM 10E – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Approve retro travel reimbursement for Flood Project Coordinating Committee Chair Ron Smith’s trip to Washington, D.C. June 15-18, 2010 [not-to-exceed \$2,200], for the purpose of encouraging Congressional support for the Truckee River Flood Management Project; and if approved, authorize expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Project. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10E be approved and authorized.

10-636 AGENDA ITEM 10F – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Accept permanent Grant of Easement for Water Line Facilities located in Lemmon Valley, Nevada, on real property identified as APN 552-141-12; and if accepted, approve a Release, Abandonment and Relinquishment of Easement currently located on a portion of APN 552-141-12 and authorize Chairman to execute same. (Commission District 3)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F be accepted, authorized and executed.

10-637 AGENDA ITEM 10G1 – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Washoe County Planning Commissioner Dian VanderWell to the Regional Planning Commission for a term to commence July 13, 2010 and to expire July 1, 2013, or until a successor is appointed. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10G1 be approved.

10-638 AGENDA ITEM 10G2 – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Sheri Coleman as an At-Large member to June 30, 2011 on the West Truckee Meadows Citizen Advisory Board. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10G2 be approved.

10-639 AGENDA ITEM 10H1 – FINANCE DEPARTMENT

Agenda Subject: “Approve Resolution levying tax rates for all Washoe County entities for the 2010-2011 Fiscal Year; and if approved, authorize Chairman to execute same. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10H1 be approved, authorized, executed, and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-640 AGENDA ITEM 10H2 – FINANCE DEPARTMENT

Agenda Subject: “Acknowledge appropriation adjustments within the Washoe County General Fund for the Community Assistance Center for Fiscal Year 2009/10 (no fiscal impact). (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10H2 be acknowledged.

10-641 AGENDA ITEM 10H3 – FINANCE DEPARTMENT

Agenda Subject: “Acknowledge appropriation adjustments within the Washoe County General Fund for the Truckee Meadows Regional Planning Authority for Fiscal Year 2010/11 (no fiscal impact). (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10H3 be acknowledged.

10-642 AGENDA ITEM 10I1 – PUBLIC WORKS

Agenda Subject: “Approve acceptance of equipment donation (used 2000 Ford F5D Boom Truck, serial number 1FDA57F1YEE53743) to Washoe County Public Works from City of Sparks Public Works Department to be used for traffic signal and general maintenance [estimated value \$9,000]. (All Commission Districts)”

Commissioner Jung thanked the City of Sparks for their donation.

Commissioner Breternitz asked what would be done with the contract that had been terminated. Dan St. John, Director of Public Works, replied there would be a

staff report and recommendation before the Board at its next meeting. Based on cost, he said it looked like an Interlocal Agreement with the City of Reno would be recommended.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I1 be approved.

10-643 AGENDA ITEM 10I2 – PUBLIC WORKS

Agenda Subject: “Accept mini-grant [\$1,000 – no match] from State of Nevada, Department of Transportation Bicycle Advisory Board for the Washoe County Green Team’s biking to work initiatives; and if accepted, direct Finance to make appropriate budget adjustments and authorize the Washoe County Green Team to expend the funds on bike to work related projects. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I2 be accepted, directed and authorized.

10-644 AGENDA ITEM 10I3 – PUBLIC WORKS

Agenda Subject: “Authorize Public Works Department to bid 350 Center Street Roof Repairs [General Fund project]. (Commission District 3)”

Commissioner Breternitz noted recommendations had been made by a specific company that also appeared to be a roofing company. He asked if the recommendation required the use of that company’s product or whether the bid would go out to all local qualified contractors. Dan St. John, Public Works Director, commented that a lot of manufacturers provided technical expertise to assist owners in the technical evaluation of their existing roofing conditions. He indicated the practice was to go to open bids unless there was truly a sole source finding associated with a given product that no other manufacturer could meet. He said he did not believe there was a sole source finding in this case. Commissioner Breternitz stated manufacturers would occasionally write a specification that only their product could fill and the County certainly did not want to limit competition in that way.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I3 be authorized.

10-645 AGENDA ITEM 10I4 – PUBLIC WORKS

Agenda Subject: “Approve Lease Agreement and Memorandum of Lease Agreement between the County of Washoe and Edward F. Newman, Jr. Trustee of the Newman Family Trust dated November 2, 1993, as successor in interest to Edward F. and Carol Jean Newman for a 53-month term, commencing retroactively to July 1, 2010 through November 30, 2014, to accept a lease concession for the Incline Justice Court located at 865 Tahoe Boulevard, Incline, Nevada; and if both approved, authorize Chairman to execute the documents [fiscal impact for Fiscal Year 2010/11 is reduced to \$76,495 and is included in the Incline Court’s budget. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I4 be approved, authorized and executed.

10-646 AGENDA ITEM 10J1 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Accept cash donations [\$11,913.20] from various businesses, organizations and individuals for the Department of Regional Parks and Open Space programs and facilities; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

Commissioner Jung thanked various donors, including the Reno Men’s Golf Club, Bruce Witmer, Summit Christian Church, First Independent Bank, The Goddard School, Laurie Brazier, Caviata at Kiley Ranch, Waterstone at Kiley Ranch, and Pack N Post for their generous donations. Commissioner Larkin noted that many of the donations supported the 2010 Lazy 5 Music Series.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J1 be accepted and directed.

10-647 AGENDA ITEM 10J2 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve Agreement between the County of Washoe and Galena Fest, Inc., to hold the Galena Fest special event at Galena Creek Regional Park on September 25 and 26, 2010 [revenue to Washoe County \$1,065]; and if approved, authorize Chairman to execute the Agreement. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J2 be approved, authorized and executed.

10-648 AGENDA ITEM 10J3 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Authorize termination of five agreements between Washoe County and City of Sparks for treated effluent use at five County parks in Spanish Springs, compliant with Sparks Municipal Code Section 13.85; and if authorized, approve Director of Regional Parks and Open Space to sign all required documents on behalf of Washoe County. (Commission District 4)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J3 be authorized and approved.

10-649 AGENDA ITEM 10J4 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve a License Agreement between the County of Washoe and Spanish Springs Cal Ripken Baseball to install and construct field lighting at Eagle Canyon Park; and if approved, authorize Chairman to execute the License Agreement and Landlord’s Waiver. (Commission District 4)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J4 be approved, authorized and executed.

10-650 AGENDA ITEM 10K1 – REGISTRAR OF VOTERS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks); and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10K1 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

10-651 AGENDA ITEM 10K2 – REGISTRAR OF VOTERS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and City of Reno for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Reno); and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10K2 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

10-652 AGENDA ITEM 10L1 – SHERIFF’S OFFICE

Agenda Subject: “Approve State of Nevada, Office of Attorney General, Recovery Act Violence Against Women Act Supplemental Grant [\$11,619 - no cash or in-kind match] to fund retention of one Sheriff’s Office Victim Advocate for an additional approximate 6-8 weeks; and if approved, authorize Finance to make necessary budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10L1 be approved and authorized.

10-653 AGENDA ITEM 10L2 – SHERIFF’S OFFICE

Agenda Subject: “Accept grant award [\$8,000 - no County match required] from Join Together of Northern Nevada to cover overtime costs related to enforcing underage drinking laws activities; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10L2 be accepted and directed.

10-654 AGENDA ITEM 10L3 – SHERIFF’S OFFICE

Agenda Subject: “Accept donations [\$1,025] to the Washoe County Sheriff’s Office to purchase supplies for the K9 Unit; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

Commissioner Jung thanked Deborah Lundgren and Merle Dickey for their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10L3 be accepted and directed.

10-655 AGENDA ITEM 10L4 – SHERIFF’S OFFICE

Agenda Subject: “Accept donations [\$433] from various individuals to be utilized for the Community Emergency Response Team Program; and if approved; authorize Finance to make necessary budget adjustments. (All Commission Districts)”

Commissioner Jung thanked the various donors including George Smith, Debby Scafire, John Reilly, and Roy and Katherine Bain for their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10L4 be accepted and authorized.

10-656 AGENDA ITEM 10L5 – SHERIFF’S OFFICE

Agenda Subject: “Approve Forensic Support Services Agreements between the County of Washoe (Washoe County Sheriff’s Office) and the following: Carlin Police Department [\$1,676]; Carson Sheriff’s Office [\$20,112]; Churchill Sheriff’s Office [\$24,637]; Douglas County Sheriff’s Office [\$40,224]; Elko County Sheriff’s Office [\$43,318]; Elko Police Department [\$35,866]; Eureka County Sheriff’s Office [\$3,094]; Fallon Police Department [\$24,495]; Fallon-Paiute Shoshone Tribal Police Department [\$1,006]; Humboldt County Sheriff’s Office [\$20,627]; Lander County Sheriff’s Office [\$10,572]; Lovelock Police Department [\$2,578]; Lyon County Sheriff’s Office [\$54,405]; Mineral County Sheriff’s Office [\$8,767]; Nevada Inspector General’s Office [\$9,540]; Nevada Department of Wildlife [\$1,508]; Pershing County Sheriff’s Office [\$12,376]; Storey County Sheriff’s Office [\$4,190]; Sparks Police Department [\$179,500]; Truckee Meadows Community College Police Department [\$2,578]; West Wendover Police Department [\$12,402]; Winnemucca

Police Department [\$32,230]; Yerington Police Department [\$1,289] for Forensic Laboratory Analysis Service fees for the term July 1, 2010 to June 30, 2011 with an income of \$546,990; and if approved, authorize Chairman to execute Agreements. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10L5 be approved, authorized and executed. The Interlocal Agreements for same are attached hereto and made a part of the minutes thereof.

10-657 AGENDA ITEM 10M – SENIOR SERVICES

Agenda Subject: “Accept grant award [\$80,460 - \$12,069 in-kind County match] from Nevada Department of Business and Industry Housing Division for the National Foreclosure Mitigation Counseling Program Round 3 funding retroactively for the period January 1, 2010 through September 30, 2010; and if accepted, authorize Chairman to sign Notice of Sub-Grantee Award, authorize travel authority for non-county personnel and direct Finance to make appropriate budget adjustments. (All Commission Districts)”

Commissioner Larkin noted there had been a recent newspaper article about foreclosure mitigation programs not functioning very well in other parts of the State. He invited staff to talk about why the program was functioning very well in Washoe County. Ernie Nielsen, an attorney with the Senior Law Project, indicated there had been a foreclosure prevention program operated by Senior Services since 1998. He explained the program was much broader than the mediation program referenced in the newspaper. He stated the program had been substantially ramped up since 2007, and had involved negotiations with loan servicers (lenders) on behalf of approximately 600 County homeowners. Only about 50 percent of those in the program since January 2010 were age 60 or older. He said four workshops were also provided each month to help people negotiate the system. Mr. Nielsen emphasized the importance to homeowners of signing up for mediation as soon as a notice of default was received. He pointed out only about 10 percent of local homeowners were taking advantage of a mediation program.

Commissioner Larkin clarified with Mr. Nielsen that homeowners did not have to be senior citizens to take advantage of the County’s program. Mr. Nielsen invited affected homeowners to attend the next workshop on July 17, 2010, or to call the Senior Law Project at 328-2592. Commissioner Larkin requested that the program information be placed on the County web page and that Senior Services Director Grady Tarbutton follow-up with the newspaper to let homeowners know there were some local resources.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10M be accepted, authorized and directed.

DISCUSSION – BLOCK VOTE – AGENDA ITEMS 12, 13, 15, 16, 17, 18, 22, 23, 24, 25, 26 and 27 (SEE MINUTE ITEMS 10-658 THROUGH 10-669)

The Board consolidated Agenda items 12, 13, 15, 16, 17, 18, 22, 23, 24, 25, 26 and 27 into a single block vote.

11:20 a.m. Chairman Humke temporarily left the meeting.

10-658 AGENDA ITEM 12 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to accept sub-grant award [\$178,200 - no County Match required] from Nevada State Office of Energy for costs relating to the purchase of idle reduction technology equipment for Washoe County Sheriff’s Office patrol vehicles; and if approved, authorize use of vendor specified in grant award (Energy Xtreme). (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 12 be accepted, approved and authorized.

10-659 AGENDA ITEM 13 – PURCHASING DEPARTMENT

Agenda Subject: “Recommendation to approve extension of sole source purchase authorization with Granite Construction Company for the purchase of bituminous plant mix and concrete asphalt products on an as-needed basis from their batch plant located in Sparks Nevada, for an indefinite period; and authorize Purchasing and Contracts Manager to make such purchases as may be required in annual amounts that may exceed \$100,000 but do not exceed departmental budget authority. (All Commission District)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 13 be approved and authorized.

10-660 AGENDA ITEM 15 – JUVENILE SERVICES

Agenda Subject: “Recommendation to approve 3.2% wage reduction for all Juvenile Services employees effective July 19, 2010 (beginning of pay period #16) [savings reduction estimated at \$334,056]. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 15 be approved.

10-661 AGENDA ITEM 16 – MANAGER’S OFFICE/FIRE SERVICES COORDINATOR

Agenda Subject: “Recommendation to accept Community Development Block Grant award [\$125,000 - County in-kind match approximately \$38,910] from the State of Nevada, to support the purchase of an ambulance for Gerlach; and if accepted, direct Finance to make appropriate budget adjustments. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 16 be accepted and directed. It was further noted that the Chairman was authorized to execute the appropriate grant documents.

10-662 AGENDA ITEM 17 – MANAGER’S OFFICE/EMERGENCY MANAGER

Agenda Subject: “Recommendation to approve 100% grant-funded, sole source, purchase of two medical examiner mass fatality shelters and related equipment from DHS Systems utilizing GSA contract pricing [\$205,961]. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 17 be approved.

10-663 AGENDA ITEM 18 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve the City of Sparks Citizen Advisory Committee recommendation and appoint Carol Schaye as the Sparks Citizen

Advisory Committee representative and possibly reappoint or appoint one individual as an At-Large member to June 30, 2012 on the Spanish Springs Citizen Advisory Board. (Commission District 4)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 18 be approved to appoint Charol Schaye as the Sparks Citizen Advisory Committee representative and to appoint Christopher Mirando as an At-Large member to June 30, 2012 on the Spanish Springs Citizen Advisory Board.

10-664 AGENDA ITEM 22 – PUBLIC WORKS

Agenda Subject: “Recommendation to consider any objections to the adoption of the Resolution to Lease a portion of APN 049-312-22; and if supported, accept the Resolution and authorize the Chairman to execute the Ground Lease Agreement between Washoe County and Sierra Fire Protection District for a 99-year term, to construct and operate a new District Fire Station [no fiscal impact]. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 22 be accepted, adopted, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-665 AGENDA ITEM 23 – PUBLIC WORKS

Agenda Subject: “Recommendation to consider any objections to the adoption of the Resolution to Lease a portion of 855 Alder Avenue, Incline Village; and if supported, accept the Resolution and authorize the Chairman to execute the Lease Agreement between Washoe County and the Board of Regents, Nevada System of Higher Education on behalf of University of Nevada Cooperative Extension for a 48-month term, retroactive to December 2008 through November 30, 2012. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 23 be accepted, adopted, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-666 AGENDA ITEM 24 – PUBLIC WORKS

Agenda Subject: “Recommendation to consider any objections to the adoption of the Resolution to Lease a portion of 855 Alder Avenue, Incline Village; and if supported, accept the Resolution and authorize the Chairman to execute the Lease Agreement between Washoe County and the United States Department of Agriculture, Forest Service for a 36-month term, commencing retroactively to July 1, 2010 through June 30, 2013. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 24 be accepted, adopted, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-667 AGENDA ITEM 25 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to approve and authorize the Chairman to direct the Washoe County Comptroller to disburse Development Impact Fees collected for the Southeast Truckee Meadows Stormwater Detention Basins [\$152,000] to Nevada Tri Partners, LLC. (Commission District 2)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 25 be approved, authorized and directed.

10-668 AGENDA ITEM 26 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to authorize Washoe County Department of Water Resources to proceed with obtaining bids for the Heppner 2010 Community Development Block Grant construction project [not to exceed \$128,546.07]. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 26 be authorized.

10-669 AGENDA ITEM 27 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to approve an Agreement between the Department of the Army and Board of County Commissioners, Washoe County,

Nevada for Design and Construction Assistance for the Spanish Springs Valley Phased Sewering Project – Phase 1b, a Certification Regarding Lobbying and a Disclosure of Lobbying Activities, for a Section 595 reimbursement grant [not to exceed \$2,527,725 - County match \$842,575 from Department of Water Resources’ Enterprise Fund]; and if all approved, authorize Chairman to execute Agreement, Certification and Disclosure. (Commission District 4)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 27 be approved, authorized and executed.

11:24 a.m. Chairman Humke returned to the meeting.

11:25 a.m. The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District with all members present.

1:21 p.m. Chairman Humke declared a brief recess.

2:04 p.m. The Board reconvened as the Board of County Commissioners with all members present.

10-670 AGENDA ITEM 14 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve five, 0.40 full time equivalent intermittent hourly Social Worker III positions as reviewed and approved by the Job Evaluation Committee [approximately \$150,000], to provide facilitators for Family Solution Team Meetings and complete Home Studies and Social Summaries for potential foster and adoptive families utilizing funding available within the current adopted budget of the Child Protective Services Fund; and if approved, direct Human Resources to create the positions in Washoe County Position Control. (All Commission Districts)”

Kevin Schiller, Director of Social Services, explained the requested intermittent hourly positions were to perform services that were previously obtained through the department’s Purchase of Service Contract. Following approval of the fiscal year 2010-11 budget, Human Resources and Risk Management identified the contractors’ duties as being similar to those performed by existing Social Services employees. The use of contractors created a potential liability issue for the County relative to Department of Labor and Internal Revenue Service guidelines.

Mr. Schiller attributed a 15- to 20-percent reduction in the number of foster care placements to meetings conducted by the Family Solution Team (FST) facilitators. He stated the facilitators initiated FST meetings right after or just prior to removal of a child, and the program was gradually being expanded with the goal of

conducting meetings throughout the life of each case. He emphasized there had been huge success in expediting the process of getting kids home or keeping them at home. He said after-hours FST meetings had become a particularly key area of focus. He indicated foster care placement was avoided for 96 percent of the children being followed after 60 days (356 out of 371), 91 percent after six months (250 out of 275), and 83 percent after one year. He noted the program was just approaching 18 months for some of the cases.

Mr. Schiller assured the Board the intermittent hourly positions would only be used in areas where the department was already providing a like service and no additional services would be provided.

Commissioner Larkin observed the temporary, less than full-time positions would not show up on the organizational chart. Katy Simon, County Manager, clarified the positions were intermittent hourly, which was different from a temporary classification. She said they were not permanent full-time authorized positions, but were more like per diem positions. Mr. Schiller agreed the positions would not show up on the department's organizational chart because they were used only for per diem coverage. Although he understood the situation in this particular case, Commissioner Larkin wondered if there would be a new trend with departments leaving positions off of their organizational charts. Ms. Simon observed the Board still had to approve intermittent hourly positions just like they approved any other positions. She pointed out there were intermittent hourly positions in other places and they were a very effective use of staffing resources. She noted the flexible staffing model allowed the organization to be responsive to service levels without bringing on more permanent staffing with higher overhead costs. She did not believe there would be a trend in similar requests from several departments.

Commissioner Larkin asked if due diligence had been done to make sure there were no other contracted positions that should be transferred around. Mr. Schiller replied all services areas on the Purchase of Service Contract were reviewed in depth. Additionally, staff looked at where positions could be moved around to avoid similar issues. He said he was fairly confident this would be his sole request.

Commissioner Larkin questioned what the long-term plan would be. Mr. Schiller observed the FST meetings were originally done on a child's initial removal and placement. The program had been about four times more effective than expected. He indicated staff would start trying to work with community providers to transition some of the work to them. He noted more community involvement actually worked better for families as well. Commissioner Larkin requested an example of what kind of community organizations might be involved. Mr. Schiller replied the Children's Cabinet, Family Counseling, or any other organization within the Purchase of Service area.

Chairman Humke asked if he had heard correctly that FST facilitators avoided 356 out-of-home placements. Mr. Schiller said staff had been very impressed with the impact on recidivism. He stated there were about 371 children involved in the FST process. Facilitators arranged meetings to bring together anybody and everybody who could help impact the child's safety. Chairman Humke observed a team would be

configured on a case-by-case basis and might involve grandparents, friends from church, neighbors and teachers. He remarked it was great to avoid breaking parental bonds that did not need to be broken, even temporarily.

Chairman Humke said he had been given information that 80 percent of the work done in Child Protective Services was due to methamphetamine use. He asked if that was a correct statement. Mr. Schiller stated methamphetamine use was one of the first tracking characteristics that staff looked at when they first engaged with a family. He estimated the incidence involving child removals was probably closer to 50 or 60 percent. He noted it was difficult to determine what issues were primary, secondary or tertiary once more investigation was done. He agreed methamphetamine was a huge epidemic and had a very significant relationship to near fatalities, fatalities and abuse. He suggested the 80 percent statistic probably applied more to substance abuse than to methamphetamine in isolation. He observed there had been real reductions observed in the methamphetamine epidemic with some client families because of increased community awareness from the *Crystal Darkness* broadcasts and the methamphetamine initiative. He anticipated coming before the Board in the future for a Sheriff's position to put Drug Endangered Children (DEC) Teams into action for the purpose of responding to methamphetamine homes.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 14 be approved and directed.

10-671 AGENDA ITEM 19 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve a Resolution authorizing the County Manager or her designee to sign and submit to the Nevada Public Utilities Commission an application for the construction of an at-grade railroad crossing to be located at the extension of Heindel Road in Washoe County on the Reno Branch of the Union Pacific Railroad to serve future development on APN 082-180-09, pursuant to NRS 704.300 and NAC 703.445, said crossing to be constructed entirely at the property owner’s cost following a decision by the Nevada Public Utilities Commission; and if approved, authorize Chairman to sign said Resolution. (Commission District 5)”

Adrian Freund, Director of Community Development, explained the application for a public crossing required local government sponsorship of an application to the Public Utilities Commission (PUC). He stated the Applicant's case involved a crossing to access property that was completely landlocked. He noted the property was located within the Reno Sphere of Influence, so planning decisions related to eventual land use would be made by the City of Reno. The Applicant did not wish to seek permission from the Railroad for a private crossing, which would typically serve only a single residence or a small number of residences. Mr. Freund indicated the PUC and Nevada Department of Transportation (NDOT) had seen the application but there was

nothing to suggest what the PUC action might be if the application was submitted to them. He pointed out that residents were given an opportunity to comment at a Citizen Advisory Board (CAB) meeting. The proposed railroad crossing would be fully improved to meet all safety standards. The Applicant/landowner would bear all improvement costs and would be required to execute a hold harmless agreement with Washoe County.

Commissioner Larkin requested more elaboration on the differences between a private and public crossing, as well as the applicable standards for notification. He referenced noise complaints from citizens in other parts of the County because of trains blowing their horns at crossings. Mr. Freund said a private crossing typically served residential property with limited land development. Mixed use and/or industrial development of the subject property was anticipated, so it was not clear if a private crossing would be appropriate or would be supported by the Railroad. He stated a public crossing had to meet all PUC and NDOT safety standards, as well as any additional regulations the Railroad might have. He explained a public crossing would have crossing gates, appropriate signage, and warnings, and would be constructed to accept commercial traffic. Private crossings generally had no requirements except for signage. He pointed out the operating rule of the Union Pacific Railroad required engineers to blow the horn at all public and private crossings. Use of the horn was also controlled under a Nevada statute that addressed crossings used customarily by the public for travel. In this case, he observed there was no difference in horn usage between public and private crossings.

Commissioner Breternitz asked if there was an established right of way or easement to access the property and whether the Board would require legal access in order to support the application. Melanie Foster, Legal Counsel, replied there were provisions in the Nevada Administrative Code (NAC) that required an application to construct a public road, highway or street across a railroad. She noted the County would essentially be making the application as its sponsor. She stated there would have to be a legal right of access to make the application. Mr. Freund referenced page 6 of the Applicant's package, which was attached to the staff report. He pointed out a legal description for Parcel 2 that included a Grant of Roadway Easement to the location on the tracks.

Chairman Humke wondered who else's property might be crossed. He asked if the PUC application incorporated a power of condemnation to do the work and build the crossing. Mr. Freund said he did not know. Chairman Humke asked if that was one of the differences between a private and public crossing. Mr. Freund stated it was possible. He noted a number of private crossings had become public over the years because a government entity assumed maintenance of the roadways or because of increased traffic volume.

Commissioner Larkin asked about zoning designation of the private land to be accessed. Mr. Freund indicated it was in the North Virginia TOD Corridor. He thought the property was master planned as SPA but its planned land use was industrial manufacturing. Commissioner Larkin expressed concern that the Commission would not know the ultimate disposition of the land until the process was completed. He commented

that he did not want to create a situation similar to what had taken place in Verdi, where there was residential property that was once slated for other uses. A public right of way was added, which resulted in blaring train horns and angry residents who wanted a quiet zone. He said he wanted assurances before voting as to what the land use would be, who would guarantee it, and why a private crossing was not suitable. He noted there were sometimes unintended consequences. Mr. Freund pointed out there were existing public crossings located 0.4 and 0.6 miles on either side of the proposed new crossing. He indicated the Applicant could describe the property owner's intentions but there were several steps to go through with the City of Reno in order to move forward. He observed the future land use process was separate from the application for a railroad crossing. He clarified the Reno branch of the Railroad currently had very light use, with only about three trains per day.

Tim Sweeney, the Applicant's representative, described the layout of the property and the location of the easement described in the application. He explained the Applicant was asking to go from his piece of land across the tracks to where the easement was, and they believed the way was public beyond that point. He said condemnation was not the Applicant's intent and he did not believe it could come into play. With respect to the ultimate disposition of the land, he indicated the Applicant was open to any use that was in the best interests of the public and the County, and that made sense. He noted the current master plan zoning was for a subdivision or for mixed use. The Applicant thought industrial use might be a good way to bring employment to the area. He agreed land use was a separate process from the railroad crossing.

Commissioner Breternitz referenced previous discussions in the Verdi area related to train noise. He wondered if the requirements for trains to blow their horns would have a negative impact on marketing the property if there was a residential component to its land use. Mr. Sweeney replied marketability could be affected one way or another. He stated the Applicant was focused on getting legal access to the property and had not spent a lot of time determining land use. He indicated the timing of the owner's plans to build was not locked in stone and would depend on the economy and what opportunities could develop. He acknowledged a full-on residential development might be possible but there was currently no demand. He noted residential use would not generate jobs in the area and would generate a lot more traffic across the train tracks than industrial use. He recalled a statement by one of the neighbors at the CAB meeting that there were only two instances per day when a train traveled back and forth at five to ten miles per hour. Commissioner Breternitz wondered if the requirement for proving up legal access would be a part of the process of promoting the project through the City of Reno. Mr. Sweeney agreed legal access beyond the existing easement to the north, if it did not already exist, would have to be obtained before the land could be developed.

Commissioner Weber observed the Commissioners had received correspondence from concerned residents in the area, and issues related to water had been raised at the CAB meeting. He pointed out only one of the residents who attended the CAB meeting actually lived in the area that would be impacted. Mr. Freund clarified the property was currently located in the County's water service territory.

In response to the call for public comment, Joseph Adrian said he was a 25-year resident of a small community on Heindel Road consisting of about 12 homes. He indicated the property around the railroad track was all privately owned and he questioned whether easements would be granted. He noted the homes all had domestic wells that were on the Lemmon valley aquifer and there was a water moratorium in the area that probably applied to the Applicant's parcel. He said he was opposed to the railroad crossing.

Commissioner Weber asked Mr. Adrian to speak on behalf of Steve Schwartz, a neighbor who had to leave the meeting. Mr. Adrian stated that Mr. Schwartz' main concern was related to access to the desert. He stated there were currently a lot of problems with illegal dumping, off-road vehicles and dirt bikes. He pointed out the street was privately maintained by the residents and they did not want the extra traffic.

Sharon Adrian indicated Heindel Road was a bumpy dirt road. She noted vehicles could sink in six inches of mud when it was wet and fire engines could not get in if there was snow packed on the road. She said the residents were not interested in any development that would create a super highway in front of their houses. She questioned how the Applicant could proceed when the proposal had not been brought to those who lived in the neighborhood.

John Range said he lived on Meyers Road where it intersected with Heindel Road for 22 years. He indicated there were private road maintenance agreements among those who lived in the neighborhood. He pointed out the roads came right up to the fronts of the properties and all of the surrounding property was private. He related previous discussions with a potential developer about access through Horizon Hills and questioned whether the Applicant's parcel was totally landlocked. He observed the application served the interests of one owner by providing the easiest access but was not necessarily good for the community that already existed there.

Commissioner Larkin said there was no indication in the staff report as to why the nearby public crossings at Seneca Drive and West Golden Valley were not considered. He noted the property did not appear to be landlocked. Mr. Freund replied there was currently no improved direct access to the property. If the application was moved forward, he indicated the PUC and NDOT would press very hard on the Applicant to find alternative access points rather than to increase the number of crossings. Commissioner Larkin said it appeared there was more homework to be done and he did not believe the application was ready for a decision by the Board.

Commissioner Weber agreed more discussion needed to take place with the community.

Commissioner Breternitz commented that a number of conversations would take place if anything further than an application for a railroad crossing went forward, but the Commission would not be hearing those issues. He suggested the

Board's discussion should be confined to a decision about whether or not to move forward with the Applicant's request.

Chairman Humke stated there was a policy issue related to the impact of the trains' horns on the citizens. He agreed the Applicant had additional homework to do. He suggested the application might be brought back without prejudice if the Commission continued the agenda item or took no action. In the meantime, the Applicant might be able to pursue a compromise with the residents.

Commissioner Larkin observed there would be greater reliance on the railroad to transport goods and services as fuel costs continued to climb. He stated the item needed to go back to the Applicant for more work, but he did not want to see it back until the Board had developed a policy under Community Development. He indicated the Board could mandate that all future crossings be private and that would throw responsibility onto a developer, or the Board could consider some kind of continuum between private and public crossings.

Commissioner Breternitz suggested the developer could consider what sort of hold harmless indemnification policy might be brought forward to keep the County out of the hot seat should they approve a crossing in the future.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion carried with Commissioner Breternitz voting "no," the Commission took no action on Agenda Item 19. Direction was given for Community Development to develop policy statements related to railroad crossing issues prior to bringing back any future agenda item.

10-672 AGENDA ITEM 20 – COMMUNITY DEVELOPMENT

Agenda Subject: "Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC10-006, to amend Development Agreement Case Number DA08-006, regarding Feather River. The proposed Amendment of Conditions will extend the duration of the Development Agreement for one year from the date of signing by the Chairman of the Washoe County Commission. (Commission District 4)"

Amy Harvey, County Clerk, read the title for Bill No. 1629.

There was no response to the call for public comment.

Bill No. 1629, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC10-006, TO AMEND DEVELOPMENT AGREEMENT CASE NUMBER DA08-006, REGARDING FEATHER RIVER. THE PROPOSED AMENDMENT OF CONDITIONS WILL

EXTEND THE DURATION OF THE DEVELOPMENT AGREEMENT FOR ONE YEAR FROM THE DATE OF SIGNING BY THE CHAIRMAN OF THE WASHOE COUNTY COMMISSION.” was introduced by Commissioner Breternitz and legal notice for final action of adoption was directed.

10-673 AGENDA ITEM 21 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Change Order Number Four to Frank Lepori Construction for the “Washoe County Photovoltaic” project [\$114,113.94]; and if approved, authorize Assistant Public Works Director - Facilities to sign the necessary documents and direct Finance to make necessary adjustments to the project budget within the Capital Improvements Fund (additional costs are within the budget provided from a Federal Energy Efficiency Conservation Block Grant [\$401,200] and NV Energy Solar Generations Rebates - no impact to General Fund). (All Commission Districts)”

3:12 p.m. Commissioner Weber temporarily left the meeting.

Commissioner Breternitz stated he had been provided with additional information and had no opposition to the change order.

Dave Solaro, Assistant Public Works Director for Facilities, indicated photovoltaic installation had been completed at the Northwest Library. He anticipated installation at the Senior Center would be finished within a few weeks.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 21 be approved, authorized and directed.

10-674 AGEND AITEM 28 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County code by adding a new section designated as Chapter 40.335 through 40.348 and titled “water and sanitary sewer financial assistance program” authorizing the use of gifts, grants, monies and loans to assist property owners to pay fees and on-site costs associated with conversion from private water and sewer systems to Washoe County public water and sewer systems; and providing other matters properly relating thereto. (All Commission Districts)”

Rosemary Menard, Director of Water Resources, conducted a PowerPoint presentation that was placed on file with the Clerk. She stated County staff, led by Management Services Director John Slaughter, had been able to get legislative changes enacted under AB 54. The changes allowed the County to establish a financial assistance program to help people connect to public water or sewer systems under certain

circumstances. She explained there were many homeowners who needed to hook up but did not have the money to do so because of declining home values, high foreclosure rates, and persistent unemployment. She indicated the inability to hook up to a public system after failure of a domestic well or septic system could create a health and safety threat to the individual and to the community. She noted the homes that were not livable were sometimes abandoned, which resulted in further reductions in the surrounding property values. She referenced maps attached to the staff report that showed parcels served by domestic wells, as well as the water service areas and wastewater reclamation service areas for the region's various service providers. She remarked that the problem was pervasive and might extend to more areas in the future.

Ms. Menard said the initial focus of the financing program would assist property owners in Spanish Springs (septic to sewer conversion), the Mayberry Ranch Estates (septic to sewer conversion), the Heppner Subdivision (domestic well to community water conversion), and Callahan Ranch (domestic well to community water conversion). The proposed program would offer financing for connection fees, line extension fees, meter set fees, on-site trenching and plumbing costs, and fees related to the required abandonment of septic systems and domestic wells. She indicated eligibility for the program would not be income dependent but would require homeowners to demonstrate that they were current on their mortgage and their property taxes. She stated the proposed term of financing was for 20 years and the initial funding source would be cash on hand in the department's Water Enterprise Fund. She noted Water Resources staff was working with the Finance Director and the County's bond counsel to establish a long-term funding strategy that would create somewhat of a revolving loan fund. She explained Water Resources would make short-term commitments and then transfer them to the long-term bond when they reached a certain amount. The long-term bonds would then be used to replenish the amount available to make short-term commitments. She anticipated the annual loan commitments would not exceed \$1 million and would be less than that amount during some years.

Commissioner Larkin asked if homeowners affected by the nitrate problem in Spanish Springs could get loans for what was not already covered under other programs. Ms. Menard said they could qualify for costs that were not covered under the Special Assessment District or under a State grant that paid \$2,000 for on-site property costs.

Commissioner Larkin wondered what circumstances would qualify for the awarding of a grant or gift. Ms. Menard replied the goal would be to look for grant funding. For example, grant funding was obtained for about 49 parcels in Mayberry Ranch Estates that had septic systems adjacent to the Truckee River. She stated Water Resources would look at site-specific situations that might qualify for grants or other funds to offset the costs for a whole area. She observed there were some funding sources that could not be used to pay for on-site costs. She estimated on-site costs were about \$5,000 for a wastewater conversion and about \$5,000 to \$8,000 for a domestic well conversion.

3:27 p.m. Commissioner Weber returned to the meeting.

Commissioner Larkin stated there should not be a program going in perpetuity after the economy recovered. He questioned what would be done in the long term to bring costs and benefits into line. Ms. Menard indicated the proposal was to provide loans that required homeowners to make quarterly payments over a 20-year period. She reiterated staff was working with bond counsel to establish a long-term revolving loan fund to replenish short-term resources once they became fully committed. She emphasized there would be no costs coming back to the General Fund. She agreed it would be appropriate for the Board to revisit the program once the economic situation normalized itself. She noted there was a provision in the draft ordinance that required quarterly reports, which would allow the Board to discuss how many people were taking advantage of the program and what the trends were.

Commissioner Larkin asked if the Board could take any steps to accelerate the programs for those who were already in a dire situation. Ms. Menard stated there was a recommendation for staff to bring back policies and procedures for the Board's review and adoption. She acknowledged there were a few people in the South Meadows and Heppner areas who were living on a few gallons of water from their domestic wells each day. She said staff was working very hard on the policies and procedures, and expected to have them before the Board in about a month.

Commissioner Larkin observed that only property owners in the Department of Water Resources service areas were eligible for the program. Ms. Menard agreed that was currently the case. She stated there had been discussion about some changes to the Interlocal Agreement in the event of a merger with the Truckee Meadows Water Authority (TMWA).

Commissioner Weber said the problems had been going on for a long time and she was thrilled to be getting to the point where people could receive some help. She wondered what wording could be used in a motion to move the process forward so that homeowners could be helped right away. Ms. Menard pointed out the ordinance could be effective immediately after a second reading and adoption at the public hearing scheduled for July 27, 2010. She read the following from Section 7(2) on page 5 of the proposed ordinance: "Regulations, policies and procedures shall be adopted by the Board prior to implementation and shall be consistent with the provisions of this Ordinance and NRS 244.3651." Based on the proposed language, she estimated Water Resources would not be able to make loan commitments until after the Board's meeting on August 24th. She suggested the Board could direct the policies and procedures to be brought in a different manner. Deputy District Attorney Pete Simeoni indicated the regulations, policies and procedures could be ratified at a later date. He stated there was a risk that something in the policies, procedures and regulations might not be to the Board's liking.

Chairman Humke wondered if it was possible to rush provisional policies and procedures that the Board could approve during the second reading of the ordinance, with the intent that they might be changed at a later date. Ms. Menard said the submission

deadline for the Board's meeting on July 27, 2010 had already passed. She indicated staff could be out there helping people sooner than anticipated if she brought back a framework and the Board gave her permission to go forward. Chairman Humke asked if that would provide too many administrative difficulties. County Manager Katy Simon indicated staff would get it done.

Amy Harvey, County Clerk, read the title for Bill No. 1630.

There was no response to the call for public comment.

Bill No. 1630, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING A NEW SECTION DESIGNATED AS CHAPTER 40.335 THROUGH 40.348 AND TITLED "WATER AND SANITARY SEWER FINANCIAL ASSISTANCE PROGRAM" AUTHORIZING THE USE OF GIFTS, GRANTS, MONIES AND LOANS TO ASSIST PROPERTY OWNERS TO PAY FEES AND ON-SITE COSTS ASSOCIATED WITH CONVERSION FROM PRIVATE WATER AND SEWER SYSTEMS TO WASHOE COUNTY PUBLIC WATER AND SEWER SYSTEMS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO**" was introduced by Commissioner Larkin and legal notice for final action of adoption was directed. It was further ordered the public hearing and second reading would be conducted on July 27, 2010.

10-675 AGENDA ITEM 29 – MANAGER'S OFFICE/REGIONAL PARKS AND OPEN SPACE

Agenda Subject: "Discussion and possible action on an Assignment of Option Agreement with the City of Reno and RJB Development Inc. regarding County's option to purchase a reversionary interest in approximately 228 acres of land in Reno, formerly used as the Northgate Golf Course which was given to County by RJB under a gift deed in 1985 subject to the possibility of reversion back to RJB if it ceased to be used as a golf course. The Northgate golf course was closed in November of 2008, but County entered into an Option Agreement with RJB giving County an option to purchase RJB's reversionary interest and keep the property for appraised value of \$2,850,000. County paid \$233,000 in option consideration which would be credited toward the purchase price if County buys the reversionary interest, or refunded to County if RJB sells the property to someone else. Under the proposed Assignment of the Option Agreement, County would retain the right to be paid the \$233,000, but otherwise would convey all its interests in and deliver possession of the property and all improvements to City of Reno.

Possible action could include approving (with possible changes) the proposed Assignment of Option Agreement and a quitclaim deed to Reno, or approving a quitclaim deed to RJB if the Assignment of Option Agreement is not approved. Direct the Chairman to execute all necessary documents and deeds and Finance to make appropriate account adjustments. (Commission Districts 1 and 5)"

3:38 p.m. Chairman Humke temporarily left the meeting.

Dave Childs, Assistant County Manager, indicated the latest report showed 68 percent of the residents in favor of a special assessment district in Reno's Northgate neighborhood, which was just over the minimum requirement of 67 percent. He stated the Reno City Council had authorized staff to negotiate with RJB Development to try to reduce the price of the property. He said staff had developed a document to transfer the Option Agreement from Washoe County to the City of Reno based on direction received from the Board at its last meeting. Transfer was to be subject to the City's acceptance by July 15, 2010, which was the date the deed would automatically revert back to RJB Development. He recommended the Board authorize Assignment of the Option Agreement, which would then go before the Reno City Council on July 14th. He read the following from a letter sent to the City by RJB's legal representative: "Thus, if the \$33,000 extension fee is approved and paid by the City on or before July 15, 2010, RJB agrees to extend the Option agreement through August 19, 2010 for no additional consideration." A copy of the letter was placed on file with the Clerk. He noted the language was not incorporated in the draft documenting that assigned the Option Agreement because the letter had just been received. If the Board chose to assign the Option Agreement, he requested they authorize the Chair to execute the Assignment document after the additional change had been incorporated.

Commissioner Breternitz said he was very supportive of the transfer.

Commissioner Larkin asked if the first option extension payment of \$33,000 that was made out of the General Fund was reimbursable. Mr. Childs clarified it was made out of contingency funds from the General Fund. He indicated the County made option payments of \$33,000 and \$200,000, and both were reimbursable.

Commissioner Weber wondered what would happen if the City did not move forward at its July 14th meeting. Mr. Childs stated the Board's action at its last meeting had included authorization for the Chair to sign the quit claim deed in that event. He indicated the current deal would be dead, but the City and RJB Development could still choose to negotiate with each other.

Commissioner Weber thanked Commissioner Breternitz and Reno City Councilman Dave Aiazzi for their efforts.

3:47 pm Chairman Humke returned to the meeting.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that the Assignment of Option Agreement between Washoe County, the City of Reno and RJB Development, regarding the County's option to purchase a reversionary interest in approximately 228 acres of land in Reno, be approved subject to acceptance by the City of Reno. The Chairman was

authorized to execute the Assignment of Option Agreement after language was included to incorporate information related to a \$33,000 extension fee and extension of the option to August 19, 2010 (as shown in the last paragraph of the letter dated July 12, 2010 from John Frankovich to the Reno City Council).

10-676 AGENDA ITEM 30 – MANAGER’S OFFICE/MANAGEMENT SERVICES

Agenda Subject: “Recommendation from the Nevada Association of Counties to approve and execute a Resolution designated as the “2010 Local Government Revenue Consent Advisory Question Resolution”, and thereby approve the submittal of an advisory question to the registered voters of Washoe County at the General Election on Tuesday, November 2, 2010. (All Commission Districts)”

John Slaughter, Management Services Director, indicated 13 counties in Nevada had already approved the advisory ballot question and the four remaining counties had it scheduled on their commission agendas over the next week.

There was no response to the call for public comment.

On motion by Chairman Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 30 be approved, adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-677 AGENDA ITEM 31 – MANAGER’S OFFICE/MANAGEMENT SERVICES

Agenda Subject: “Recommendation to review and if approved, to execute a Resolution designated as the “City of Reno-Washoe County Consolidation Advisory Ballot Question Resolution”, and thereby approve the submittal of an advisory question to the registered voters of unincorporated Washoe County and the registered voters of the City of Reno at the General Election on Tuesday, November 2, 2010. (All Commission Districts)”

Katy Simon, County Manager, said the Sparks City Manager had confirmed it was the intention of the Sparks City Council that an advisory question regarding the consolidation of Washoe County and the City of Reno be placed on the ballot in the City of Sparks. They did not want the City of Sparks to be part of a consolidation of governments but they did understand that 20 percent of the taxpayers and residents of Washoe County lived in the City of Sparks and would be voting on the question that affected residents of Washoe County and the City of Reno. She noted the advisory question could therefore be submitted to all registered voters in Washoe County, whether they lived in the City of Reno, the City of Sparks, or the unincorporated areas of the County. Chairman Humke suggested the item be put off for a month in order to get

the wording right. Ms. Simon replied the ballot question would have to be adopted in order to meet a July 19, 2010 deadline.

Commissioner Breternitz recommended the Board consider the following changes to what was proposed in the staff report:

1. Delete “save money” from the last line of the question and insert “reduce costs.”
2. Ask the question to all residents of Washoe County.
3. Authorize Commissioner Breternitz or another member of the Commission to go to the Reno City Council meeting on July 14, 2010, answer questions, and finalize the wording of the question, provided any changes were minor and satisfied the intent of the current language. This was suggested as a means of meeting the July 19th deadline.

Commissioner Weber requested clarification of the language change. Commissioner Breternitz said the term “save money” could leave an open question as to what would be done with the money. He suggested the term “reduce costs” was simple, straightforward, and did not allow much to be read into the language.

Ms. Simon pointed out staff could come back before the Board to appoint arguments committees for the ballot question or the Registrar could empanel the committee members. Commissioner Weber asked if Mr. Slaughter would bring back a previously selected panel for the Board’s approval. Ms. Simon clarified the Board could choose the committee members to write arguments, but statute provided for the Registrar to select them if the Board did not do so.

Commissioner Larkin confirmed with Commissioner Breternitz that he was proposing the following language for the ballot question: “Should the separate local governments of Reno and Washoe County pursue a consolidation of the two governments if such consolidation can be shown to reduce costs and/or improve service.”

Commissioner Larkin asked for elaboration about the recommendation to have a representative go before the Reno City Council. Commissioner Breternitz explained the City Council might have an interest in reviewing the language of the ballot question. He noted the Board needed some method of meeting the July 19th deadline in the event the Council suggested any modifications. He emphasized any changes should meet the intent of the current language. Commissioner Larkin stated the question should be dead if there were any changes to include the City of Sparks in a manner other than what was conveyed by the Sparks City Manager. He observed the Sparks City Council had made it very clear they did not want to be included in the consolidation question but had no opposition to the question appearing on the ballot in Sparks. Commissioner Breternitz agreed that would be a material change and pointed out the Board’s discussion had clearly ruled out such changes.

Chairman Humke remarked that he was not sure what constituted a material change. He said it was not permissible in his view to delegate his authority to another Board. He observed no one from the City of Reno was present. Commissioner Breternitz replied there would be no delegation of authority to another entity, but he was asking the Board to authorize either him or another Commissioner to ensure the spirit of the question remained intact. Ms. Simon suggested the Board could delegate the authority to the Chairman to approve the final wording of the Resolution and anyone could go to the Reno City Council meeting. Chairman Humke suggested delegation to the Vice Chairperson because he did not intend to vote in favor of the measure. Commissioner Weber stated it would provide some checks and balances to have the Chairman as the final signature. She indicated Commissioner Breternitz would know what spirit and wording was appropriate at the City Council meeting and Chairman Humke could sign off irrespective of how he had voted. Chairman Humke stated he would do so on behalf of the Board as a whole.

Tray Abney of the Reno-Sparks Chamber of Commerce said his organization supported the ballot question and respected the wishes of the City of Sparks. He noted the question would help to show whether the public was ready for the governments to start moving in the direction of consolidation. He stated the economic situation forced those in the public and private sectors to do things differently, more officially, and in a better way.

Daryl Drake identified himself as a resident of Washoe County. He applauded the Commission for bringing the issue up and putting it on the November 2010 ballot. He said he had observed issues over fiscal inequity, consolidation, and shared services for a number of years, and heard the positive and negative sides of consolidation. He suggested deliberation of all the positives and all the negatives should take place after the ballot question was approved by the voters, but was not relevant to whether or not the question should appear on the ballot. In a perfect world, he stated he would like to see the Sparks voters weigh in on the question and would like to see the City of Sparks included in the consolidation of three governments.

Commissioner Jung asked what would preclude the City of Reno from doing their own question about consolidation of all three entities. Melanie Foster, Legal Counsel, explained the City of Reno could only ask the opinion of the voters within their jurisdiction, but could not ask the voters of Washoe County and the City of Sparks. She indicated only Washoe County could ask a County-wide ballot question. Commissioner Jung said she was glad the citizens of Sparks would be voting on the question. She expressed concern that the question would not provide a lot of clarity in any case. She stated the citizens of Sparks should have a right to vote no about the consolidation of their services as well and she was not going to support the measure if that was not included. She emphasized she wanted to hear the unfiltered and unfettered voices of the taxpayers in all three jurisdictions.

Commissioner Weber pointed out it was only an advisory question. She noted she had never personally supported consolidation and had not found too many

people who were in favor of it. She said she appreciated that there was a Shared Services Committee; thought a lot of people in the community liked the idea, and wished Sparks was more on board with the Committee.

Chairman Humke observed one of the purposes of an advisory ballot question was to take it to the Legislature to get a statute changed. He suggested a backup motion could include the requirement for a dual majority of County residents, which would include a majority of the unincorporated County and Sparks residents as well as a majority of Reno residents. He stated he was going to oppose the question. He noted there were many examples of existing, proposed and pending efforts at functional consolidation, which illustrated that the local governments had already done what the Legislature asked them to do. He said there was disparate treatment of Washoe County in that the Legislature had not asked the same questions to other regions in the State, such as Clark County, the City of Las Vegas and other southern Nevada cities. He emphasized that he was on record in support of functional consolidation. He indicated he had received email expressing opposition from the following constituents: Jane Countryman, Tom Daly, Robert D. Parker, Robert Burke, L. J. Leovic, and Nancy Baurichter. A copy of each email was placed on file with the Clerk.

Commissioner Breternitz remarked that there was no hidden agenda and no secret deal. He said he supported the ballot question in order to find out what the constituents really wanted. He pointed out it would not be as simple as just going to the Legislature if the voters came out in favor of consolidation. He indicated consolidation would probably require years of discussion and hard work. He noted he had received four emails from people who did not support the idea but received more from people who did. He suggested everyone should be asked.

A motion to modify and approve the ballot question was made by Commissioner Breternitz and seconded by Commissioner Jung for purposes of discussion.

Commissioner Jung said she did not think it was the most perfect ballot language, but she would vote in favor if she was the deciding vote. She emphasized that she supported the consideration of consolidation by all three entities, for the sake of clarity and for every taxpayer to have a voice. She indicated she was interested to hear what the voters would say and was happy to carry forward the results of the vote.

Commissioner Weber stated she would not vote in favor of the motion. She explained she had planned to move the question forward in spite of negative reaction from her constituents because it was advisory. She indicated Chairman Humke's testimony made it sound like the question could be taken forward to the next legislative session and she was not in favor of that.

Commissioner Jung pointed out the Legislature had started things by mandating the study that led to the Shared Services Committee. She stated it was incorrect to imply that the ballot question was forcing the issue to the Legislature. If

Commissioners were correct about the opposition of their constituents, she noted their majority vote would speak more loudly to the Legislature than anything the Board of County Commissioners could say.

Chairman Humke restated his earlier remarks about disparate treatment of the entities in Washoe County as compared to other counties and cities in the State. He observed that full consolidation of governments, as opposed to functional consolidation, was too far to go. He indicated he did not wish to disparage any other government body but believed the County should solve its own problems.

Commissioner Breternitz noted the Legislature had been the furthest thing from his mind when he proposed the ballot question. He said he did not want to be identified with a group of people who did not want their constituents to tell them what they wanted. He stated he was not in support of consolidation but was in support of finding out whether the constituents supported it. He indicated he would do whatever he could to make things work in a rational fashion if the constituents told him they wanted consolidation.

Chairman Humke observed he had a past record of acceding to ballot question requests by entities such as the City of Reno, City of Sparks and the Sierra Fire Protection District. He pointed out the request was not made by the City of Reno and that was one additional factor in his vote. Commissioner Breternitz noted the City of Reno could not put out a ballot question to voters in unincorporated Washoe County or the City of Sparks. Chairman Humke replied that he had voted to place items on the County ballot when any legitimate request came from a majority vote of the Reno or Sparks City Councils. Commissioner Breternitz suggested the Commission could ask the question for its own purposes. Chairman Humke indicated he agreed with Commissioner Jung in that respect. If the question was going to be asked, he stated it was proper to ask all voters about the consolidation of all entities. He said he understood the desire to respect the Sparks City Council in their wishes that the question of consolidation with Sparks not be officially posed, but he did not think it was appropriate.

Commissioner Weber stated she had gone back and forth, but would vote in support of the ballot question in order to move it forward. She said the advisory question would allow everyone the opportunity to say yes or no to consolidation.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion carried with Chairman Humke voting “no,” it was ordered that Agenda Item 31 be approved, adopted and executed with the following modifications:

1. Delete the words “save money” from the last line of the question and insert “reduce costs.”
2. Submit the advisory question to the registered voters of unincorporated Washoe County, the City of Reno, and the City of Sparks.

3. It was noted that Commissioner Breternitz would finalize discussion with the Reno City Council on July 14, 2010 with the intent of bringing back language that contained no material changes.
4. The Chairman was authorized to approve the final language of the ballot question and execute the Resolution on behalf of the entire Board. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-678 AGENDA ITEM 32 – GOVERNMENT AFFAIRS

Agenda Subject: “Discussion and possible direction to staff regarding legislative interim committees, studies and reports of the Nevada Legislature, including but not limited to the Legislative Review of Nevada's Revenue Structure, the Legislative Interim Study on Powers Delegated to Local Governments, the Legislative requirement that certain local governmental entities submit a report to the Legislature concerning the consolidation or reorganization of certain functions, and such other legislative committees, studies, reports and possible bill draft requests as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts)”

John Slaughter provided three handouts, which were placed on file with the Clerk. He stated there were about 150 Bill Draft Requests (BDR's) posted on the Legislative Counsel Bureau (LCB) website, although no detailed background was available on each of them. He indicated staff was currently tracking about 70 of the BDR's. He reviewed the topics summarized on each of the three handouts, including: a summary of action taken by the Legislative Commission to Study Powers Delegated to Local Government; a list of potential 2011 BDR's from the Nevada Association of Counties (NACO); and a list of potential 2011 BDR's from Washoe County. He pointed out that NACO was allowed five BDR's and Washoe County was allowed four. Mr. Slaughter requested discussion of any other items the Board wanted to add or delete from the County's list. He said he had asked County departments for any possible BDR's and was reviewing four or five possibilities to bring back at the Board's next meeting. He stated there were three Board meetings left to discuss the County's BDR's and the August 24, 2010 would be the last date for the Commission to approve them.

Chairman Humke questioned whether there were any details regarding the first potential BDR on the NACO list: “Alternative Funding for Indigent Defense.” Mr. Slaughter replied there were not yet any details available. Chairman Humke asked if he believed it might contain population cut-offs. He noted indigent defense operated one way in the major counties and quite differently in the rural counties. Mr. Slaughter said there was very little detail available other than just the broad statement from the BDR's title on the LCB website.

Commissioner Weber said it sounded like “Naming Rights of Public Facilities” was being moved forward by the Legislative Commission to Study Powers.

Mr. Slaughter stated it was moving forward as BDR 172. He indicated it was very specifically targeted to allow Clark County to sell the rights to name some of their larger parks and facilities.

Chairman Humke wondered if Item 7 on the County's list, "Library System Governance," was pursuant to the request of the Library Board of Directors. Mr. Slaughter clarified it was added in response to previous questions by Commissioner Weber.

10-679 AGENDA ITEM 36 – CLOSED SESSION

Agenda Subject: "Possible Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220."

4:46 p.m. The Board went into Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

6:07 p.m. The Board reconvened with all members present.

10-680 AGENDA ITEM 33 – COMMUNITY DEVELOPMENT

Agenda Subject: "Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA10-001 to extend for two years, until July 24, 2012, for Tentative Subdivision Map Case Number TM0007-002 (Montreux 2000). The project was originally approved by the Washoe County Planning Commission on September 21, 2000, with the most recent approval for a one (1) year extension of time, by the Washoe County Planning Commission on July 7, 2009. The proposed development agreement will extend the approval of Tentative Subdivision Map, Case Number TM0007-002, as previously approved by the Washoe County Planning Commission, until July 24, 2012, and that the director of community development, at his sole discretion may grant up to two (2) additional one (1) year extensions, resulting in a possible final expiration date of July 24, 2014. (Bill No. 1627). (Commission District 2)"

6:08 p.m. Chairman Humke opened the public hearing.

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1446 (Bill No. 1627).

There was no response to the call for public comment.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Ordinance No. 1446 (Bill No. 1627) entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE

NUMBER DA10-001 TO EXTEND FOR TWO YEARS, UNTIL JULY 24, 2012, FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM0007-002 (MONTREUX 2000). THE PROJECT WAS ORIGINALLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON SEPTEMBER 21, 2000, WITH THE MOST RECENT APPROVAL FOR A ONE (1) YEAR EXTENSION OF TIME, BY THE WASHOE COUNTY PLANNING COMMISSION ON JULY 7, 2009. THE PROPOSED DEVELOPMENT AGREEMENT WILL EXTEND THE APPROVAL OF TENTATIVE SUBDIVISION MAP, CASE NUMBER TM0007-002, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, UNTIL JULY 24, 2012, AND THAT THE DIRECTOR OF COMMUNITY DEVELOPMENT, AT HIS SOLE DISCRETION MAY GRANT UP TO TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, RESULTING IN A POSSIBLE FINAL EXPIRATION DATE OF JULY 24, 2014" be approved, adopted and published in accordance with NRS 244.100.

10-681 AGENDA ITEM 34 (ORDINANCE) – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 110, by amending the entirety of the development code, including but not limited to implementation of the naming conventions of “master plan,” “regulatory zone,” and “zoning” which replace “comprehensive plan,” “land use designation,” and “planned land use” where appropriate, and deleting or deleting and replacing obsolete references and data, and accurately reflecting the County’s organizational structure; deletion of Article 816, specific plans as obsolete; changes to Division One, Article 106, regulatory zones to define master plan categories and regulatory zones and to define the relationships therein, and to establish the location of the Washoe County Regulatory Zone Map; Division Three, Article 302, allowed uses to include “low density suburban 2 (LDS2)” and “medium density suburban 4 (MDS4)” as new zoning designations; Division Four, Article 406 building placement standards to provide development standards for low density suburban 2 (LDS2) and medium density suburban 4 (MDS4); Division 8, Article 820, amendment of comprehensive plan to define procedures and standards for amending the new master plan; and finally the creation of Article 821, amendment of regulatory zone, to establish the procedures and standards for the amendment of regulatory zone boundaries, otherwise known as amendments to the zoning map, and providing other matters properly relating thereto. (Bill No. 1628). (All Commission Districts)”

6:11 p.m. Chairman Humke opened the public hearing.

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1447 (Bill No. 1628).

Adrian Freund, Director of Community Development, explained staff followed two guiding principles in amending the Development Code: (1) to keep things

as simple as possible in separating from a one-map to a two-map system, and (2) to not change anyone's entitlement to the development potential of their property. He said it was his hope the resulting two-map system would be more understandable and comprehensible, while separating zoning decisions from land use decisions. He thanked numerous individuals.

In response to the call for public comment, Mike Railey of the Rubicon Design Group spoke on behalf of the RT Donovan Company. He expressed his client's full support of the two-map system. He explained his client worked under an existing nonconforming use within the Spanish Springs Area Plan, which allowed for continuation of the Company's mining operations under policies SS10.1, SS10.2 and SS10.3. He stated his client had been assured they would retain the right granted under their existing permit to expand future operations as a grandfathered use. He placed a copy of his client's letter on file with the Clerk.

Commissioners Larkin and Jung thanked staff and various internal and external stakeholders for their efforts. Chairman Humke indicated he had not been a fan of the one-map system, as illustrated by the lengthy processes involved in updating the South Valleys Area Plan and the Forest Area Plan.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Ordinance No. 1447 (Bill No. 1628) entitled, **"AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110, BY AMENDING THE ENTIRETY OF THE DEVELOPMENT CODE, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION OF THE NAMING CONVENTIONS OF "MASTER PLAN," "REGULATORY ZONE," AND "ZONING" WHICH REPLACE "COMPREHENSIVE PLAN," "LAND USE DESIGNATION," AND "PLANNED LAND USE" WHERE APPROPRIATE, AND DELETING OR DELETING AND REPLACING OBSOLETE REFERENCES AND DATA, AND ACCURATELY REFLECTING THE COUNTY'S ORGANIZATIONAL STRUCTURE; DELETION OF ARTICLE 816, SPECIFIC PLANS AS OBSOLETE; CHANGES TO DIVISION ONE, ARTICLE 106, REGULATORY ZONES TO DEFINE MASTER PLAN CATEGORIES AND REGULATORY ZONES AND TO DEFINE THE RELATIONSHIPS THEREIN, AND TO ESTABLISH THE LOCATION OF THE WASHOE COUNTY REGULATORY ZONE MAP; DIVISION THREE, ARTICLE 302, ALLOWED USES TO INCLUDE "LOW DENSITY SUBURBAN 2 (LDS2)" AND "MEDIUM DENSITY SUBURBAN 4 (MDS4)" AS NEW ZONING DESIGNATIONS; DIVISION FOUR, ARTICLE 406 BUILDING PLACEMENT STANDARDS TO PROVIDE DEVELOPMENT STANDARDS FOR LOW DENSITY SUBURBAN 2 (LDS2) AND MEDIUM DENSITY SUBURBAN 4 (MDS4); DIVISION 8, ARTICLE 820, AMENDMENT OF COMPREHENSIVE PLAN TO DEFINE PROCEDURES AND STANDARDS FOR AMENDING THE NEW MASTER PLAN; AND FINALLY THE CREATION OF ARTICLE 821, AMENDMENT OF REGULATORY ZONE, TO ESTABLISH THE PROCEDURES AND STANDARDS FOR THE AMENDMENT OF REGULATORY ZONE**

BOUNDARIES, OTHERWISE KNOWN AS AMENDMENTS TO THE ZONING MAP, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO" be approved, adopted and published in accordance with NRS 244.100. The Ordinance was adopted with the findings of fact as approved by the Washoe County Planning Commission on May 20, 2010 and shown on page 5 of the staff report. It was further ordered that the Ordinance was to become effective on the date the Chairman signed the Resolution adopting the Comprehensive Plan Amendments described in CP10-002. (See Minute Item 10-682.)

10-682 AGENDA ITEM 34 – RESOLUTION

Agenda Subject: “To consider amending Washoe County Comprehensive Plan, particularly the Introduction, Executive Summary, Land Use and Transportation Element of Volume One of the Washoe County Comprehensive Plan and each Area Plan contained in Volume Two of the Washoe County Comprehensive Plan. The amendment would change the entirety of the Comprehensive Plan, including but not limited to implementation of the naming conventions of “Master Plan,” “Regulatory Zone,” and “Zoning” which replace “Comprehensive Plan,” “Land Use Designation,” and “Planned Land Use” where appropriate; deletion as obsolete of the sections entitled Policies and Action Programs and Annual Growth Management Report and the Element entitled Regional Plan Conformance; and further, the amendment would change the Introduction and the Executive Summary by updating the review of the contents of the master plan, deleting or deleting and replacing obsolete references and data, and accurately reflecting the County’s organizational structure; and further, the amendment would change the Land Use and Transportation Element of the Comprehensive Plan by defining Master Plan Land Use Categories, including Rural, Rural Residential, Suburban Residential, Urban Residential, Commercial, Industrial, and Open Space, and determining their applicability to all parcels within the County as will be set forth in the Master Plan and defining the relationships of Master Plan Land Use Categories to Regulatory Zones therein; and further, the amendment would change each area plan contained in Volume Two by replacing the current “Land Use Plan” map with the new “Master Plan” map. And if approved, to authorize the Chair of the Board of County Commissioners to sign the Resolution Adopting the Amended Comprehensive Plan (CP10-002), such signature by the Chair to be made only after a determination of conformance with the 2007 Regional Plan by the Truckee Meadows Regional Planning Commission. (All Commission Districts)”

Please see Minute Item 10-681 above for the public hearing and discussion on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, it was ordered that the proposed amendments to the Washoe County Comprehensive Plan (CP10-002) be adopted as described in the staff report, with the findings of fact approved by the Washoe County Planning Commission and shown on pages 5 and 6 of the staff report. Adoption was based on the information presented in the staff report, as well as on

written and verbal testimony received during the meeting. It was further ordered that the Chairman was authorized to sign the Resolution Adopting the Amended Comprehensive Plan, with such signature by the Chair to be made only after a determination of conformance with the 2007 Regional Plan by the Truckee Meadows Regional Planning Commission. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-683 AGENDA ITEM 35 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”

Commissioner Larkin announced upcoming meetings of the Western Regional Water Commission and the Regional Transportation Commission, as well as a Board of Directors’ dinner at the National Association of Counties (NACo) Annual Conference.

Commissioner Weber said she was excited about the 75th Annual NACo Conference that would take place in Washoe County.

* * * * *

6:25 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by
Lisa McNeill, Deputy County Clerk*

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

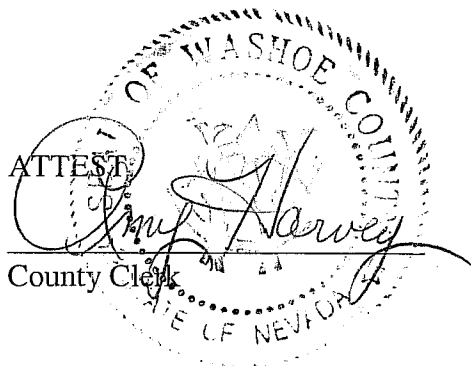
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2010-2011 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Saint Mary's Foundation- Kids to Senior Korner a private, nonprofit organization, a grant for fiscal year 2010-2011 in the amount of \$39,134 (Community Support).
2. The purpose of the grant is to provide support for the Kids to Senior Korner program through the use of a mobile unit that provides onsite healthcare and social services. Kids to Senior Korner links vulnerable children, families and seniors with direct services and community resources to increase their quality of life.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 13th day of July 2010



A handwritten signature in cursive script, which reads "David E. Humke".

David E. Humke, Chairman
Washoe County Commission

10-634

1005

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

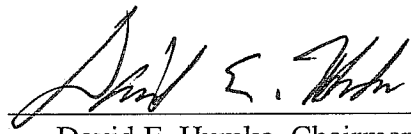
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2010-2011 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Crisis Call Center a private, nonprofit organization, a grant for fiscal year 2010-2011 in the amount of \$31,555 (Community Support).
2. The purpose of the grant is to provide a crisis call line 24 hours a day, 7 days a week to Truckee Meadows residents.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 13th day of July 2010



David E. Humke, Chairman
Washoe County Commission

ATTEST:


County Clerk



10-634

1000

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

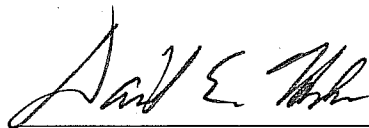
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2010-2011 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Food Bank of Northern Nevada, Inc., a private, nonprofit organization, a grant for fiscal year 2010-2011 in the amount of \$39,134 (Community Support).
2. The purpose of the grant is to provide food support services for Washoe County nonprofit agencies and the clients they serve.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 13th day of July, 2010



David E. Humke, Chairman
Washoe County Commission

ATTEST

County Clerk


10-631

1001

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

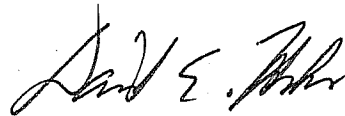
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2010-2011 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

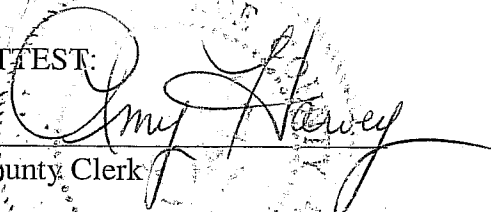
1. The Board hereby grants to the Planned Parenthood MarMonte, a private, nonprofit organization, a grant for fiscal year 2010-2011 in the amount of \$20,442 (Community Support).
2. The purpose of the grant is to provide supports to pregnant and parenting teen mothers in acquiring life skills and continuing their education to become self sufficient.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 13th day of July, 2010



David E. Humke, Chairman
Washoe County Commission

ATTEST:


County Clerk

10-634

10D4

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES
FOR THE 2010-2011 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2010-2011 fiscal year; and

WHEREAS, the Board of County Commissioners are required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2010, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS; to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

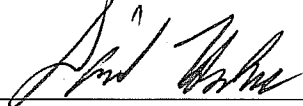
NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2010-2011 as certified and levied are shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, the Washoe County Treasurer, the Comptroller, and the Finance Director.

Adopted this 13th day of July, 2010.



Chairman, Washoe County Commission

Attest:




County Clerk

10-654

10H(1)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS 22nd day of March, 2010, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada, hereinafter referred to as "City" and the COUNTY OF WASHOE, political subdivision of the State of Nevada, hereinafter referred to as "County;"

WITNESSETH:

WHEREAS, City is required by its Charter to conduct primary, general and special elections; and

WHEREAS, it is not feasible for City to maintain a full time election department with staff and equipment to conduct and supervise its elections; and

WHEREAS, County provides and performs certain election related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes and has appointed a Registrar of Voters pursuant to NRS 244.164 to assume all of the powers and duties vested in and imposed upon the County Clerk with respect to elections; and

WHEREAS, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise elections and thus has the ability to conduct and supervise City's elections with the cooperation, assistance and participation of the City in conduction with the primary and general election conducted pursuant to NRS Chapter 293; and

WHEREAS, County is presently required under Chapter 293 of the Nevada Revised Statutes to provide certain services to City, and City, in the interest of economy and efficiency desires to utilize the services of County in connection with City elections, and County is willing to provide such services based upon the terms and conditions set forth below; and

WHEREAS, the parties desire to enter into an Interlocal Agreement pursuant to the provisions of NRS 277.180.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and based upon the terms and conditions set forth below, the parties hereto hereby agree as follows:

1. County hereby designates its Registrar of Voters and City designates its City Clerk as their respective agents to administer the terms of this Agreement and to be responsible for the performance of their respective obligations herein set forth.
2. The City Clerk shall accept Declarations of Candidacy for City offices pursuant to the provisions of the City Charter.

10-650

10K(1)

3. The City Clerk shall, immediately after the close of filing of Declarations of Candidacy for City offices, furnish to County's Registrar of Voters a certified list of the candidates for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide certification of all candidates for Sparks City offices and shall provide the wording of issues for the ballot questions and arguments for and against. Any costs resulting from misinformation provided by or errors made by the City will be paid for by the City.
4. The City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.
5. The parties understand and recognize that the City elections will be conducted at the same time as and as part of the primary and general elections pursuant to Chapter 293 of the Nevada Revised Statutes. The County Registrar of Voters shall be responsible for the performance of all acts and functions necessary to conduct efficient elections. With respect to the services to be provided by the County Registrar of Voters to the City, these acts and functions shall include, but not be limited to the following:
 - A. Placing publication orders for City in conjunction with County publication requirements;
 - B. Designation of precincts and voting districts;
 - C. Designation of polling locations;
 - D. Printing of all ballots and ballot supplies, including sample ballots;
 - E. Mailing of sample ballots, absentee ballots and notices;
 - F. Employing and appointing qualified election personnel;
 - G. Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
 - H. Providing adequate security and traffic control at "election central" on election days; and
 - I. Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.
6. The City agrees that the City Ward Boundaries established prior to May 1, 2008, shall not be amended or otherwise changed during the period of this agreement, with the exception of adjustments required to reflect newly annexed territories.
7. All City elections shall be conducted by the parties hereto in accordance with Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Sparks City Charter.
8. The County Registrar of Voters and the City Clerk shall perform the duties and functions specified of them with respect to various boards as provided in NRS Chapter 293B and 293C. Whereby virtue of the parties Agreements hereunder, there arises a question with respect to a particular board, the Registrar of Voters,

after consultation with the City Clerk, will make such appointments to such boards as can be made consistent with law and consistent with the parties intention under this Agreement.

9. The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The City Clerk shall be responsible for preparing the Abstract of votes on City offices and ballot questions for canvass and certification by the Sparks City Council. Upon completion of the canvass and certification, the City Clerk shall issue Certificates of Election to the candidate for each office who has received the largest number of votes for said office. All voted ballots, rejected ballots, spoiled ballots, unused ballots, tally lists, poll books, challenge lists and stubs of the ballots used, enclosed and sealed, must, after the canvass of the votes be deposited in the vaults of the Registrar of Voters and preserved for the retention period established in NRS 293C.390 and NRS 293.391. The City Clerk shall be responsible for certifying the abstract of votes on City offices and ballot questions and for preparing and filing the report required by NRS 293C.387 with respect to the City offices and ballot questions.
10. In the event of a recount involving a City office or ballot question and pursuant to the provisions of NRS 293.404, the City Clerk shall be Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board. At least one member of the Sparks City Council shall be present at the recount, which shall be conducted pursuant to the election laws and regulations of the State of Nevada.
11. For the conduct of each election, City shall pay to the County \$.15 per registered City voter. In addition, City shall be responsible for payment of actual costs for conduct of the City's portion of the election, incurred by County in the performance of the Agreement, which would not otherwise have been incurred by County. These expenses include, but are not limited to, increased costs associated with printing the sample ballots and the increased costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs, which are shared between the Council and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot, which their portion of the ballot represents. By way of illustration, if the City's portion of the ballot represents 25% of the total ballot size, the City shall pay 25% of the costs of printing the entire ballot. Such actual costs do not include indirect costs such as costs of County personnel for time spent working on the City's portion of the election.

12. Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree in most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.
13. In the event that a liability claim is filed against either the City or County, there shall be a meeting between the risk managers of each agency to discuss how best to address this claim. In the event that a lawsuit is filed against either agency, there shall be a meeting between the risk managers and the attorneys representing the agencies to discuss how best to defend or settle the lawsuit. The agencies agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any claim, suit, or action based on bodily injury or property damage caused by the act either direct or passive, the omission, failure to act or negligence on the part of the respective agency, its employees, agents, representatives arising out of performance of work under this Agreement.
14. This Agreement shall supersede all previous Agreements and shall be in force and effect from and after the date first appearing above and shall continue thereafter until December 31, 2010.


IN WITNESS WHEREOF, the parties hereto have set their hands and seal this month, day and year first above written.

CITY OF SPARKS

By *Gene R. Muntz*
Mayor

ATTEST:

By *Linda K. Patterson*
Linda K. Patterson, City Clerk

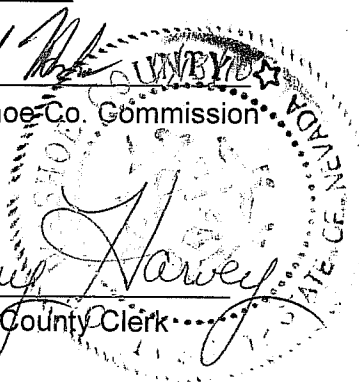


APPROVED AS TO FORM:

By *Chester Adams*
Chester Adams, City Attorney

WASHOE COUNTY

By *Scott M. Lumbly*
Chairman, Washoe Co. Commission



ATTEST:

By *Amy Harvey*
Amy Harvey, County Clerk

APPROVED AS TO FORM:

By *David Crocker*
District Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 12th day of May, 2010, by and between the CITY OF RENO, a municipal corporation of the State of Nevada, hereinafter referred to as "City" and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, City is required by its Charter to conduct primary, general and special elections; and

WHEREAS, it is not feasible for City to maintain a full time election department with staff and equipment to conduct and supervise its elections; and

WHEREAS, County provides and performs certain election related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes and has appointed a Registrar of Voters pursuant to NRS 244.164 to assume all of the powers and duties vested in and imposed upon the County Clerk with respect to elections; and

WHEREAS, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise elections and thus has the ability to conduct and supervise City's elections with the cooperation, assistance and participation of the City in conduction with the primary and general election conducted pursuant to NRS Chapter 293; and

WHEREAS, County is presently required under Chapter 293 of the Nevada Revised Statutes to provide certain services to City, and City, in the interest of economy and efficiency, desires to utilize the services of County in connection with City elections, and County is willing to provide such services based upon the terms and conditions set forth below; and

WHEREAS, the parties desire to enter into an Interlocal Agreement pursuant to the provisions of NRS 277.180.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and based upon the terms and conditions set forth below, the parties hereto hereby agree as follows:

- 1) County hereby designates its Registrar of Voters and City designates its City Clerk as their respective agents to administer the terms of this Agreement and to be responsible for the performance of their respective obligations herein set forth.
- 2) The City clerk shall accept declarations of Candidacy for City offices pursuant to the provisions of the City Charter.

10-10-1

10K(2)

3) The City Clerk shall, immediately after the close of filing of declarations of candidacy for City offices, furnish to County's Registrar of Voters a certified list of the candidates for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide certification of all candidates for Reno City offices and shall provide the wording of issues for the ballot questions and arguments for and against. Any costs resulting from misinformation provided by or errors made by the City will be paid for by the City.

4) The City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.

5) The parties understand and recognize that the City elections will be conducted at the same time as and as part of the primary and general elections pursuant to Chapter 293 of the Nevada Revised Statutes. The County Registrar of Voters shall be responsible for the performance of all acts and functions necessary to conduct efficient elections. With respect to the services to be provided by the County Registrar of Voters to the City, these acts and functions shall include, but not be limited to the following:

- a) Placing publication orders for City in conjunction with County publication requirements;
- b) Designation of precincts and voting districts;
- c) Designation of polling locations;
- d) Printing of all ballots and ballot supplies, including sample ballots;
- e) Mailing of sample ballots, absentee ballots and notices;
- f) Employing and appointing qualified election personnel;
- g) Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
- h) Providing adequate security and traffic control at "election central" on election days; and
- i) Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.

6) The City agrees that the City Ward Boundaries established as of September 12, 2007 shall not be amended or otherwise changed during the period of this agreement, with the exception of adjustments required to reflect newly annexed territories.

7) All City elections shall be conducted by the parties hereto in accordance with Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Reno City Charter.

8) The County Registrar of Voters and the City Clerk shall perform the duties and functions specified of them with respect to various boards as provided in NRS Chapter 293B and 293C. Where by virtue of the parties agreements hereunder, there arises a question with respect to a particular board, the Registrar of Voters, after consultation with the City Clerk, will make such appointments to such boards as can be made consistent with law and consistent with the parties intention under this Agreement.

9) The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The City Clerk shall be responsible for preparing the Abstract of votes on City offices and ballot questions for canvass and certification by the Reno City Council. Upon completion of the canvass and certification, the City Clerk shall issue Certificates of Election to the candidate for each office who has received the largest number of votes for said office. All voted ballots, rejected ballots, spoiled ballots, unused ballots, tally lists, pollbooks, challenge lists and stubs of the ballots used, enclosed and sealed, must, after the canvass of the votes be deposited in the vaults of the Registrar of Voters and preserved for the retention period established in NRS 293C.390 and NRS 293.391. The City Clerk shall be responsible for certifying the abstract of votes on City offices and ballot questions and for preparing and filing the report required by NRS 293C.387 with respect to the City offices and ballot questions.

10) In the event of a recount involving a City office or ballot question and pursuant to the provisions of NRS 293.404, the City Clerk shall be Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board.

11) For the conduct of each election, City shall pay to the County \$.15 per registered City voter. In addition, City shall be responsible for payment of actual costs for conduct of the City's portion of the election, incurred by county in the performance of the Agreement, which would not otherwise have been incurred, by County. These expenses include, but are not limited to, increased costs associated with printing the sample ballots and the increased costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs, which are shared between the County and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot, which their portion of the ballot represents. By way of illustration, if the City's portion of the ballot represents 25% of the total ballot size, the City shall pay 25% of the costs of printing the entire ballot. Such actual costs do not include indirect costs such as costs of County personnel for time spent working on the City's portion of the election.

12) Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree is most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.

13) In the event that a liability claim is filed against either the City or County, there shall be a meeting between the risk managers of each agency to discuss how best to address this claim. In the event that a lawsuit is filed against either agency, there shall be a meeting between the risk managers and the attorneys representing the agencies to discuss how best to defend or settle the lawsuit. The agencies agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any claim, suit, or action based on bodily injury or

property damage caused by the act either direct or passive, the omission, failure to act or negligence on the part of the respective agency, its employees, agents, representatives arising out of performance of work under this agreement.

14) This Agreement shall supersede all previous agreements and shall be in force and effect from and after the date first appearing above and shall continue thereafter until December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this month, day and year first above written.



CITY OF RENO

By [Signature]
Robert A. Cashell, Sr. Mayor

ATTEST:

By [Signature]
Lynnette Jones, City Clerk

Dated 5-13-10

WASHOE COUNTY

By [Signature]
David Humke, Chairman,
Washoe County Commission

ATTEST:

By [Signature]
Amy Harvey, County Clerk

Dated July 13, 2010

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF CARLIN ON BEHALF OF
THE CARLIN POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and CITY OF CARLIN on behalf of THE CARLIN POLICE DEPARTMENT, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$1,676**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

10-1054

102(5)

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Theresa Holy*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: *Paul Walker*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Angela Harvey*
WASHOE COUNTY CLERK

USER

DATE: 5/10/10

BY: *Walter [Signature]*

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CARSON CITY ON BEHALF OF
THE CARSON CITY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and CARSON CITY on behalf of THE CARSON CITY SHERIFF'S OFFICE, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$20,112**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Theresa O'Hara*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: *Paul Walker*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Christine Harvey*
WASHOE COUNTY CLERK

DATE: 4/26/10

USER
BY: *[Signature]*
Sheriff

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
COUNTY OF CHURCHILL ON BEHALF OF
CHURCHILL COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and COUNTY OF CHURCHILL on behalf of CHURCHILL COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$24,637**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Harvey
WASHOE COUNTY SHERIFF


WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: Sam McArthur
CHAIRMAN

DATE: July 13, 2010

ATTEST: Sam Harvey
WASHOE COUNTY CLERK



USER

DATE: 4-26-10

BY: Rlungan

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
DOUGLAS COUNTY ON BEHALF OF
DOUGLAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and DOUGLAS COUNTY on behalf of DOUGLAS COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$40,224**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Michael Hae*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: *Paul Kelly*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Jany Harvey*
WASHOE COUNTY CLERK

USER

DATE: 5-3-10

BY: *Paul P.*

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
ELKO COUNTY ON BEHALF OF
ELKO COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and ELKO COUNTY on behalf of ELKO COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$43,318**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: 7/13/10

BY: *Paul Harkin*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Amy Harvey*
WASHOE COUNTY CLERK

USER

DATE: 4/27/10

BY: *D. H. Zund*

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoepoint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF ELKO ON BEHALF OF
THE ELKO POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF ELKO on behalf of THE ELKO POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$35,866**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Muhail Haley*
WASHOE COUNTY SHERIFF

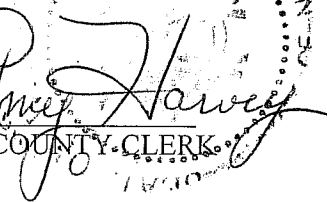
**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: 7/13/10

BY: *Don [Signature]*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *[Signature]*
WASHOE COUNTY CLERK



USER

DATE: 4/27/2010 BY:

[Signature]

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
EUREKA COUNTY ON BEHALF OF
EUREKA COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and EUREKA COUNTY on behalf of EUREKA COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$3,094**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

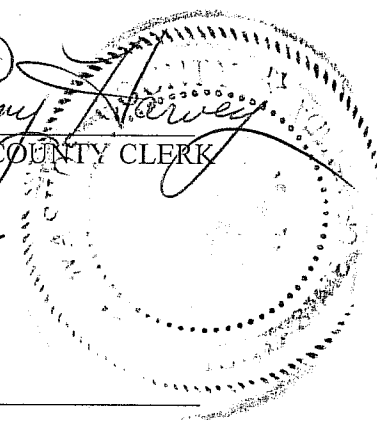
**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: 7/13/10

BY: Paul White
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amy Hervey
WASHOE COUNTY CLERK



DATE: 4-26-10

USER
BY: [Signature]

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF FALLON ON BEHALF OF
THE FALLON POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF FALLON on behalf of THE FALLON POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$24,495**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: Paul White
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amie Hawley
WASHOE COUNTY CLERK

USER

DATE: _____

BY: Kevin Linn

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
FALLON PAIUTE-SHOSHONE TRIBE ON BEHALF OF
THE FALLON PAIUTE-SHOSHONE POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and FALLON PAIUTE-SHOSHONE TRIBE on behalf of THE FALLON PAIUTE-SHOSHONE POLICE DEPARTMENT, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$1,006**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. **INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: [Signature]
CHAIRMAN

DATE: July 13, 2010

ATTEST: [Signature]
WASHOE COUNTY CLERK

DATE: 6/10/10

BY: [Signature]
USER

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
HUMBOLDT COUNTY ON BEHALF OF
HUMBOLDT COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and HUMBOLDT COUNTY on behalf of HUMBOLDT COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$20,627**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: Neil Thibodeau
CHAIRMAN

DATE: July 13, 2010

ATTEST: Emily Harvey
WASHOE COUNTY CLERK

USER

DATE: 5-17-10

BY: Chris Gardner

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
LANDER COUNTY ON BEHALF OF
THE LANDER COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and LANDER COUNTY on behalf of THE LANDER COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$10,572**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

10-656

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Theresa Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: *Paul White*
CHAIRMAN

DATE: July 13, 2009

ATTEST: *Amel Hawes*
WASHOE COUNTY CLERK

USER

DATE: 4-27-2010

BY:

Ron Unger

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF LOVELOCK ON BEHALF OF
LOVELOCK POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF LOVELOCK on behalf of THE LOVELOCK POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$2,578**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

DATE: 7/13/10

BY: [Signature]
CHAIRMAN

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: July 13, 2010

ATTEST: [Signature]
WASHOE COUNTY CLERK

USER

DATE: 24 APR 10

BY: [Signature]

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
LYON COUNTY ON BEHALF OF
THE LYON COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and LYON COUNTY on behalf of THE LYON COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$54,405**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

DATE: 7/13/10

WASHOE COUNTY BOARD OF
COMMISSIONERS
BY: *Jim Parks*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Angie Harvey*
WASHOE COUNTY CLERK

USER

DATE: 05-06-10 BY: *J. A. [Signature]*

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
MINERAL COUNTY ON BEHALF OF
THE MINERAL COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and MINERAL COUNTY on behalf of THE MINERAL COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$8,767**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Hacy
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: Paul Phelps
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amy Harvey
WASHOE COUNTY CLERK

USER

DATE: 5/18/2010

BY: Paul L. Ho, Sheriff MCSO

MINERAL COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: _____

BY: Jenni Hoffman
CHAIRMAN

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STATE OF NEVADA ON BEHALF OF
INSPECTOR GENERAL'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and STATE OF NEVADA on behalf of INSPECTOR GENERAL'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$9,540**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Richard Holy*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: 7/13/10

BY: *[Signature]*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *[Signature]*
WASHOE COUNTY CLERK

USER

DATE: 4/29/10

BY: *[Signature]*
Deputy Director
NDOC

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STATE OF NEVADA ON BEHALF OF
THE DEPARTMENT OF WILDLIFE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and STATE OF NEVADA on behalf of THE DEPARTMENT OF WILDLIFE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$1,508**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: Paul Weber
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amey Hawley
WASHOE COUNTY CLERK

DATE: 5/24/10

USER
[Signature]

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
PERSHING COUNTY ON BEHALF OF
THE PERSHING COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and PERSHING COUNTY on behalf of THE PERSHING COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$12,376**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Maria Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: *Paul Walker*
CHAIRMAN

DATE: July 13, 2010

ATTEST: *Amy Hawley*
WASHOE COUNTY CLERK



DATE: MAY 3, 2010 BY:

USER
[Signature]
D.C. STEVENS

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STOREY COUNTY ON BEHALF OF
THE STOREY COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and STOREY COUNTY on behalf of THE STOREY COUNTY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$4,190**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Hacy
WASHOE COUNTY SHERIFF

DATE: 7/13/10

WASHOE COUNTY BOARD OF
COMMISSIONERS
BY: Art Hobb
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amy Hawley
WASHOE COUNTY CLERK

USER

DATE: 5/5/10

BY: Smallerton

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF SPARKS ON BEHALF OF
THE SPARKS POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF SPARKS on behalf of THE SPARKS POLICE DEPARTMENT, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$179,500**, and for fiscal year 2011/2012 a fee of **\$214,500**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full quarterly during the fiscal year for which the agreement is in effect.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2012.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

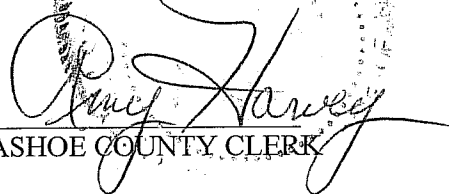
BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

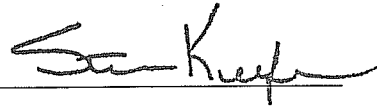
BY: 
CHAIRMAN

DATE: July 13, 2010

ATTEST: 
WASHOE COUNTY CLERK

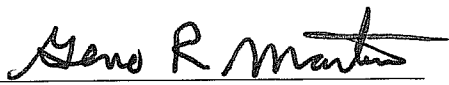
SPARKS POLICE CHIEF

DATE: 08/03/10 BY: _____



SPARKS CITY COUNCIL

DATE: 08/03/10 BY: _____



MAYOR

DATE: 08/03/10

ATTEST: 

CITY CLERK

APPROVED AS TO FORM

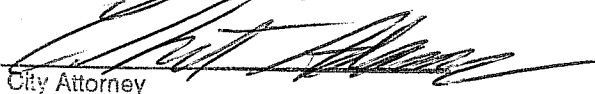

City Attorney

Exhibit A
Sparks Police Department

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- The Testing of Bodily Fluids/ Toxicology
 - Blood Alcohol
 - Blood Drug Screen
 - Urine Drug Screen
 - Urine Alcohol Screen
 - Unknown Substance Testing
 - Testing to include the following:**
 - Amphetamine
 - Benzodiazepines
 - Cocaine
 - Cocaine metabolite
 - Marijuana

Marijuana metabolite

Methamphetamine

Opiates

Codeine

Morphine

6-Monoacetylmorphine

Phencyclidine

Lysergic acid diethylamide – Upon request (Send Out Only –Special care of specimen prior to sending to the lab.)

Other drugs will be tested upon request, if possible.

- Storage of samples for up to 13 mos. Unless requested in writing by the Attorney General/Records where they will be retained for four (4) years.
- Testing results for blood alcohol or urine alcohol screens to be provided to the requesting agency not more than 10 working days of receipt to the lab.
- Phlebotomy Services will be provided within the capabilities of the Washoe County Sheriff's Office.
- Drug testing results (blood or urine) should be provided within a time period of 2 weeks to 2 months after receipt to the lab. In extreme cases, it could take longer depending on circumstances.
- Results to be in writing with the signature of the lab technician on each document.
- Analysis of blood and urine must include identifying the presence of Controlled Substances.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE
DEPARTMENT**

APR 29 2010
Vice President for Finance
and Administrative Services

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of THE TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$2,578** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Huey
WASHOE COUNTY SHERIFF

DATE: 7/13/10

BY: [Signature]
CHAIRMAN

DATE: July 13, 2010

ATTEST: [Signature]
WASHOE COUNTY CLERK

USER

Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College
Dr. Maria Sheehan
Dr. Maria Sheehan
President
Date 5/4/2010

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF WEST WENDOVER ON BEHALF OF
THE WEST WENDOVER POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF WEST WENDOVER on behalf of THE WEST WENDOVER POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$12,402**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Harvey
WASHOE COUNTY SHERIFF


WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: Sam Water
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amey Harvey
WASHOE COUNTY CLERK



USER

DATE: May 5, 2010 BY: [Signature]

Exhibit B

Scientific Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson

Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- WIN/AFIS database

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

The following services can be offered on a fee for service basis:

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide (minimum 3 investigators)
 - Attempted Homicide
 - Officer Involved Shootings (minimum 3 investigators)
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child Abuse
 - Sexual Assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed Robbery with substantial bodily injury
 - Bank Robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide Autopsy
 - Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

- Photo Laboratory services can be provided per the following fee schedule:
 - 35mm rolls of film \$2.00/roll
 - 4 x 6 prints \$.40/print
 - 8 x 12 prints \$2.00/print
 - \$10.00 per CD

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF WINNEMUCCA ON BEHALF OF
THE WINNEMUCCA POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF WINNEMUCCA on behalf of THE WINNEMUCCA POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$32,230**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: Michael Haley
WASHOE COUNTY SHERIFF

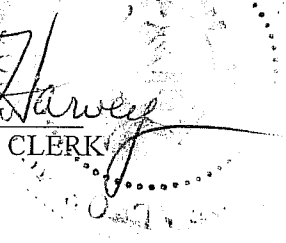
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/13/10

BY: Don Miller
CHAIRMAN

DATE: July 13, 2010

ATTEST: Amy Hawley
WASHOE COUNTY CLERK



USER

DATE: 04/23/10

BY: [Signature]

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF YERINGTON ON BEHALF OF
THE YERINGTON POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and THE CITY OF YERINGTON on behalf of THE YERINGTON POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

WHEREAS, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2010/2011 USER shall pay to WASHOE a fee of **\$1,289**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2010 and terminate as of June 30, 2011.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/15/10

BY: *Michael Harvey*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/13/10

BY: *Paul Foster*
CHAIRMAN



DATE: July 13, 2010

ATTEST: *Amy Hawley*
WASHOE COUNTY CLERK

USER

DATE: 04-23-10

BY: *[Signature]*

Exhibit A

Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical Match
- Headlamp on/off determination
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

Solid Dosage/Seized Drugs (Drug Testing)

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- WIN/AFIS database

Photo laboratory services

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials

WASHOE COUNTY BOARD OF COMMISSIONERS'
RESOLUTION OF INTENT TO LEASE

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO LEASE A PORTION OF ITS LAND (APN 049-312-22) TO SIERRA FIRE PROTECTION DISTRICT FOR CONSTRUCTION AND OPERATION OF A FIRE STATION AS AUTHORIZED BY NRS 277.050; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County owns a certain parcel of real property, APN 049-312-22 located at 13500 Thomas Creek Road ("Property"); and

WHEREAS, the Sierra Fire Protection District desires to lease a portion of the Property to construct and operate a fire station to provide services to the residents and community; and

WHEREAS, Nevada Revised Statutes 277.050 authorizes the Washoe County Board of Commissioners to sell or lease to another public agency land owned by Washoe County for a term not exceeding 99 years and under terms and conditions acceptable to the Board; and

WHEREAS, the Sierra Fire Protection District has requested a land lease to facilitate the construction and operation of this new fire station on the Property; and

WHEREAS, Washoe County will schedule this land lease proposal for its next public meeting on July 13, 2010 to receive public input and to take action on the proposed lease;

NOW, THEREFORE BE IT RESOLVED, by the Washoe County Board of Commissioners:

1. That it has the authority to lease the Property to the Sierra Fire Protection District without offering said real property to the public; and
2. That it may determine any consideration and terms deemed appropriate under the circumstances, and the sum of One Dollar (\$1.00) per year for a ninety-nine (99) year lease to the Sierra Fore Protection District is proposed as a reasonable set of terms and in the public's best interest; and

10-6641

6/29/10
10R(6)

3. That it will discuss this matter on July 13, 2010, receive public input, and take action on this proposed lease.

ADOPTED this 22nd day of June, 2010 by the following vote:

AYES: Humke, Weber, Bretternitz, Jung, Kuckin

NAYS: none

ABSENT: none

ABSTAIN: none

David E. Humke

David E. Humke, Chairman
Washoe County Commission



07/16/10

RESOLUTION OF INTENT TO LEASE

A RESOLUTION DECLARING THE COUNTY'S INTENT TO LEASE A PORTION 855 ALDER AVENUE, TO BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, COOPERATIVE EXTENSION, AS AUTHORIZED WITHIN NRS 277.050; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County owns a certain parcel of real property located at 855 Alder Avenue, Incline, Nevada, (the Incline Service Center); and

WHEREAS, the Board of Regents, Nevada System of Higher Education on behalf of University of Nevada, Cooperative Extension has requested to lease a small portion (approximately 746 +/- sf) of the Service Center retroactively to December 2008, to provide educational services to the residents and community; and

WHEREAS, Nevada Revised Statutes 277.050 authorizes the Washoe County Board of Commissioners to sell, or lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years, any real property belonging to it.

WHEREAS, the University of Nevada Cooperative Extension has requested that Washoe County, lease the space for One Dollar Sixty Cents Per Square Foot (\$1.60) for a forty-eight (48) month term commencing retroactively to December 2008; and

WHEREAS, Washoe County will schedule this proposal for its next public meeting on July 13, 2010 to allow for any comments to this action and confirmation of the findings as required within NRS 277.050; and

NOW, THEREFORE BE IT RESOLVED, by the Washoe County Board of Commissioners:

1. That it has the authority to lease said property the University of Nevada, Cooperative Extension without offering said real property to the public as authorized within 277.050; and

10-665

10.21

2. The Board of County Commissioners shall determine the rental amount; the University of Nevada, Cooperative Extension has offered the sum of One Dollar, Sixty Cents (\$1.60) per square foot, for a forty-eight (48) month term; and
3. The Board of County Commissioners will discuss this on July 13, 2010 to allow for any objections to this property action; and
4. Upon approval by the Washoe County Board of Commissioners at its regularly scheduled meeting and satisfaction of all terms and conditions, the Chairman shall be authorized to execute lease and to deliver it to Lessee upon the performance and compliance of all the terms and conditions of the lease to be performed concurrently with the delivery.

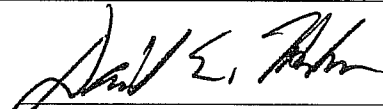
ADOPTED this 22nd day of June, 2010 by the following vote:

AYES: Humke, Weber, Bueternitz, Jung, Larkin

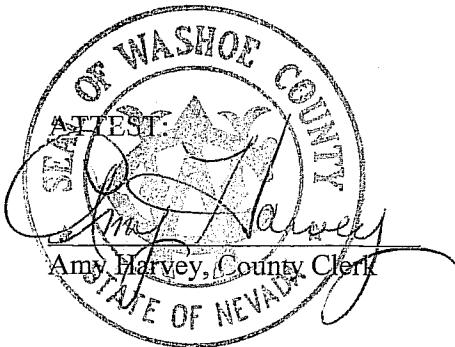
NAYS: none

ABSENT: none

ABSTAIN: none



 David E. Humke, Chairman
 Washoe County Commission



RESOLUTION OF INTENT TO LEASE

A RESOLUTION DECLARING THE COUNTY'S INTENT TO LEASE A PORTION (1,609 SF) OF THE INCLINE SERVICE CENTER LOCATED AT 855 ALDER AVENUE, TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, AS AUTHORIZED WITHIN NRS 277.050; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County owns a certain parcel of real property located at 855 Alder Avenue, Incline, Nevada, (the Incline Service Center); and

WHEREAS, the United States Department of Agriculture, Forest Service has requested to lease a small portion (approximately 1,600 +/- sf) of the Service Center commencing July 1, 2010, to provide camping permit and forest services to the residents and community; and

WHEREAS, Nevada Revised Statutes 277.050 authorizes the Washoe County Board of Commissioners to sell, or lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years, any real property belonging to it.

WHEREAS, the United State Forest Service is a public agency as defined in NRS 277.050 and has requested that Washoe County, lease the space for One Dollar Sixty-five cents Per Square Foot (\$1.65) for a thirty-six (36) month term commencing July 1, 2010; and

WHEREAS, Washoe County will schedule this proposal for its next public meeting on July 13, 2010 to allow for any comments to this action and confirmation of the findings as required within NRS 277.050; and

NOW, THEREFORE BE IT RESOLVED, by the Washoe County Board of Commissioners:

1. That it has the authority to lease said property to the United States Department of Agriculture, Forest Service without offering said real property to the public as authorized within 277.050; and

10-6106

IND(5)

2. The Board of County Commissioners shall determine the rental amount; the United States Department of Agriculture, Forest Service has offered the sum of One Dollar, Sixty-five Cents (\$1.65) per square foot, for a thirty-six (36) month term; and
3. The Board of County Commissioners will discuss this proposal on July 13, 2010 to allow for any objections to this property action; and
4. Upon approval by the Washoe County Board of Commissioners and satisfaction of all terms and conditions, the Chairman shall be authorized to execute the proposed lease and to deliver it to Lessee upon the performance and compliance of all the terms and conditions of the lease to be performed concurrently with the delivery.

ADOPTED this 22nd day of June, 2010 by the following vote:

AYES: Humke, Weber, Braternitz, Jung, Larkin

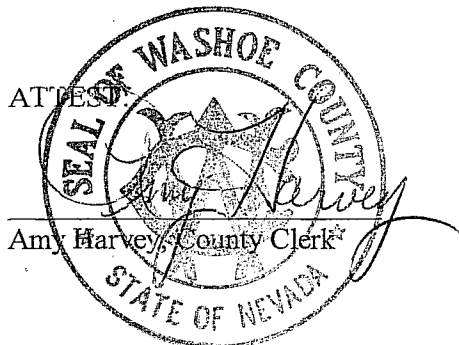
NAYS: none

ABSENT: none

ABSTAIN: none



David E. Humke, Chairman
Washoe County Commission



Summary: A resolution regarding submission of an advisory question to the qualified electors of Washoe County concerning whether consent of a local government governing board shall be required before the State Legislature takes certain actions that directly impact those local governments.

RESOLUTION

WHEREAS, Washoe County (the "County"), in the State of Nevada was duly organized and created pursuant to Nevada Revised Statutes ("NRS")243.340, and is operating as a County under NRS Chapter 244 and the general laws of the State; and

WHEREAS, the Board of County Commissioners (the "Board" or the "Governing Body") of the County has determined that it is necessary and advisable that the County, pursuant to NRS 293.482, ask the advice of the registered voters of the County regarding a question that the Board has under consideration; and

WHEREAS, in the judgment of the Board, it is necessary and advisable that an advisory question be placed on the ballot at the general election to be held on November 2, 2010 (the "Election") to submit to the electors of the County the question in the form set forth in the Resolution (the "Question"); now, therefore, be it

**RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
WASHOE COUNTY, NEVADA:**

- Section 1. This resolution be known and may be cited as the "2010 Local Government Revenue Consent Advisory Question Resolution".
- Section 2. The Board hereby finds and declares the necessity of placing the Question on the ballot for the Election for the purpose of asking the advice of the registered voters of the County whether they agree that the consent of a local government governing board shall be required before the State Legislature can act to decrease revenues or reserves collected by, distributed to, or held by the local government, or impose fees on or mandate new or different services be performed by the local government.
- Section 3. The Question is hereby designated and ordered to be placed on the ballot of the Election within the County on Tuesday, November 2, 2010 at which there shall be submitted to the registered voters of the County the Question hereinafter set forth. The Election shall be conducted in accordance with Chapter 293 and 293B of NRS, and all laws amendatory thereof (the "General Election Act").

10-676

- Section 4. This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.
- Section 5. The County Clerk shall immediately provide the County Registrar of Voters with a copy of the Question, including an explanation of the question, the fiscal note and any additional information as set forth herein.
- Section 6. The Registrar of Voters is hereby authorized to initiate the process for the appointment of a committee to prepare arguments advocating and opposing the Question pursuant to NRS 295.121.
- Section 7. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the County relating to:
 A. The Election, and
 B. The Question,
 is ratified, approved and confirmed.
- Section 8. The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
- Section 9. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.
- Section 10. In any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 11. The Question and explanation shall read as follows:

This question is advisory only: Shall the consent of the governing body of the local government be required before the State Legislature can act to decrease revenues or reserves collected by, distributed to, or held by the local government, or impose fees on or mandate new or different services be performed by the local government?

Yes...../_____/

No...../_____/

Explanation: This ballot question will serve to advise the Nevada Legislature of whether the majority of the voting public in Washoe County believes that the consent of the governing body of the local government should be required before the State Legislature can act to decrease revenues or reserves collected by, distributed to, or held by the local government, or impose fees on or mandate new or different services be performed by the local government. "Local government" means every political subdivision or other entity which has the right to levy or receive money from ad valorem or other taxes or any mandatory assessments, and includes, without limitation, counties, cities, towns, boards, school districts and other districts organized pursuant to Nevada Revised Statute, and any agency or department of a county or city which prepares a budget separate from that of the parent political subdivision.

“Local revenues” include taxes, fees, intergovernmental transfers and other revenues that are used by local governments to provide services and programs, and to construct, operate and maintain facilities. Examples of fees that the State has or may impose are administrative fees for collecting sales taxes (increased by the 2009 Legislature) and a mandatory fee per employee to fund the administration of the state run Local Government Employee Management Relations Board. New service mandates without commensurate funding are often referred to as “unfunded mandates.” The consent of the local government would be considered and acted upon by the governing body of that local government in a public meeting noticed and conducted in conformance with Nevada’s Open Meeting Law.

This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.

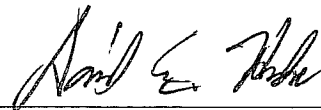
Section 12. The Fiscal Note shall read as follows:

Fiscal Note:

The effect of passage of this advisory ballot question on local governments cannot be determined with any reasonable degree of certainty. However, if the Legislature is required to obtain the consent of the governing body of the local government before the State Legislature can act to decrease revenues or reserves collected by, distributed to, or held by the local government, or impose fees on or mandate new or different services, there could be a positive financial effect on local government by potentially eliminating the need for local governments to adjust their adopted budgets and possibly reducing services due to the loss of local revenue.

Section 13. This Resolution shall be in effect from and after its adoption.

Adopted this 13th day of July 2010.



David E. Humke, Chairman

Attest:



Summary: A resolution regarding submission of an advisory question to the qualified electors of Washoe County regarding consolidation of the governments of the City of Reno and Washoe County.

RESOLUTION

WHEREAS, Washoe County (the "County"), in the State of Nevada was duly organized and created pursuant to Nevada Revised Statutes ("NRS")243.340, and is operating as a County under NRS Chapter 244 and the general laws of the State; and

WHEREAS, the Board of County Commissioners (the "Board" or the "Governing Body") of the County has determined that it is necessary and advisable that the County, pursuant to NRS 293.482, ask the advice of the registered voters of the County regarding a question that the Board has under consideration; and

WHEREAS, in the judgment of the Board, it is necessary and advisable that an advisory question be placed on the ballot at the general election to be held on November 2, 2010 (the "Election") to submit to the electors of the County the question in the form set forth in the Resolution (the "Question"); now, therefore, be it

**RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
WASHOE COUNTY, NEVADA:**

- Section 1. This resolution be known and may be cited as the "City of Reno-Washoe County Consolidation Advisory Ballot Question Resolution".
- Section 2. The Board hereby finds and declares the necessity of placing the Question on the ballot for the Election for the purpose of asking the advice of the registered voters of Washoe County whether the two governments of the City of Reno and Washoe County should pursue consolidation of the City of Reno and Washoe County if such a consolidation can be shown to reduce costs and/or improve service.
- Section 3. The Question is hereby designated and ordered to be placed on the ballot of the Election within the County on Tuesday, November 2, 2010 at which there shall be submitted to the registered voters of the County the Question hereinafter set forth. The Election shall be conducted in accordance with Chapter 293 and 293B of NRS, and all laws amendatory thereof (the "General Election Act").

15-679

- Section 4. This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.
- Section 5. The County Clerk shall immediately provide the County Registrar of Voters with a copy of the Question, including an explanation of the question, the fiscal note and any additional information as set forth herein.
- Section 6. The Registrar of Voters is hereby authorized to initiate the process for the appointment of a committee to prepare arguments advocating and opposing the Question pursuant to NRS 295.121.
- Section 7. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the County relating to:
 A. The Election, and
 B. The Question,
 is ratified, approved and confirmed.
- Section 8. The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
- Section 9. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.
- Section 10. In any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 11. The Question and explanation shall read as follows:

This question is advisory only: “Should the separate local governments of Reno and Washoe County pursue a consolidation of the two governments if such consolidation can be shown to reduce costs and/or improve service?”

Yes...../_____/

No...../_____/

Explanation:

A “Yes” vote would inform the Reno City Council and the Washoe County Commission that consolidation of the two governments should be pursued if such consolidation would reduce costs and/or improve services.

A “No” vote would inform the Reno City Council and the Washoe County Commission that consolidation of the two governments should not be pursued.

This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.

Section 12. The Fiscal Note shall read as follows:

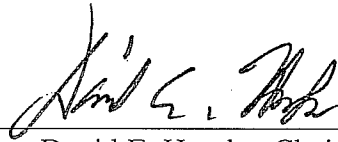
Fiscal Note:

The fiscal effect of passage of this advisory ballot question on the City of Reno and Washoe County cannot be determined with any reasonable degree of certainty.

Any fiscal effect of consolidating the two governments would be identified through a comprehensive study of that proposed consolidation. There would be costs associated with studying whether consolidation would reduce costs and/or improve services, but those costs are undetermined.

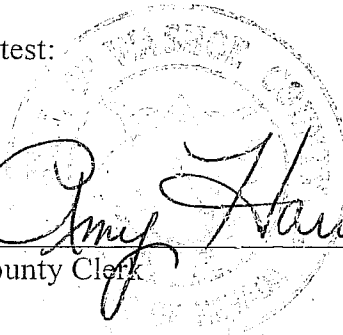
Section 13. This Resolution shall be in effect from and after its adoption.

Adopted this 13th day of July 2010.



David E. Humke, Chairman

Attest:



Amy Harvey

County Clerk



WASHOE COUNTY COMMISSION

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2005

**RESOLUTION
ADOPTING THE AMENDMENT TO THE
WASHOE COUNTY COMPREHENSIVE PLAN
(CP10-002 - CONVERSION TO TWO-MAP SYSTEM FOR LAND USE PLANNING),
AS CONTAINED IN EXHIBIT B**

WHEREAS, Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master (comprehensive) plan for all or any part of the County, subject to County Commission approval;

WHEREAS, Section 278.160, Nevada Revised Statutes, specifies that the master plan shall include the following subject matter or portions thereof as deemed appropriate: community design, conservation plan, economic plan, historic properties preservation plan, housing plan, land use plan, population plan, public buildings, public services and facilities, recreation plan, safety plan, seismic safety plan, solid waste disposal plan, streets and highways plan, transit plan, and transportation plan, and such other plans as judged necessary;

WHEREAS, A public hearing on the adoption of the amended WASHOE COUNTY COMPREHENSIVE PLAN, was held on May 20, 2010, by said Planning Commission;

WHEREAS, The Washoe County Planning Commission has found that the proposed amendment of the WASHOE COUNTY COMPREHENSIVE PLAN, together with the applicable maps and descriptive matter, provide a long-term general plan for the development of the County including the subject matter currently deemed appropriate for inclusion in the Comprehensive Plan, and has submitted the amendment to the WASHOE COUNTY COMPREHENSIVE PLAN to the Board of County Commissioners, Washoe County, with the recommendation for approval and adoption thereof;

WHEREAS, Section 278.220, Nevada Revised Statutes, specifies that the Board of County Commissioners of Washoe County, Nevada, may adopt and endorse plans for Washoe County as reported by the Planning Commission, in order to conserve and promote the public health, safety and general welfare;

WHEREAS, A public hearing on the adoption of the WASHOE COUNTY COMPREHENSIVE PLAN, was first held on May 21, 1991, with the most recent amendment to the WASHOE COUNTY COMPREHENSIVE PLAN being held on July 13, 2010, by the Board of County Commissioners of Washoe County, Nevada;

WHEREAS, at the conclusion of the public hearing, the Board of County Commissioners endorsed the amendment to the WASHOE COUNTY COMPREHENSIVE PLAN, pursuant to Section 278.0282, Nevada Revised Statutes, for conformance review with the Truckee Meadows Regional Plan;

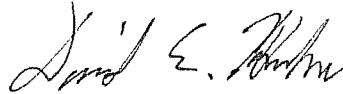
WHEREAS, A public hearing for the review of conformance of the WASHOE COUNTY COMPREHENSIVE PLAN, were first held on October 23, 1991, with the most recent amendment to the WASHOE COUNTY COMPREHENSIVE PLAN being held on September 8, 2010, by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

WHEREAS, The amendment to the WASHOE COUNTY COMPREHENSIVE PLAN, which is in conformance with the Truckee Meadows Regional Plan, has completed all the necessary requirements for adoption as specified in the Nevada Revised Statutes and Article 820, Amendment of Comprehensive Plan, of the Washoe County Development Code; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby adopt and endorse the amended WASHOE COUNTY COMPREHENSIVE PLAN, to serve as a guide for the orderly growth and development of Washoe County, Nevada.

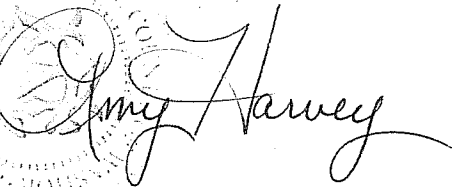
ADOPTED This 9th day of September, 2010.

WASHOE COUNTY COMMISSION



David E. Humke, Chair

ATTEST:



Amy Harvey, County Clerk